

STATE OF TEXAS  
COUNTY OF WISE

AMENDED INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF RHOME AND WISE COUNTY

This agreement is made and entered into pursuant to Chapter 791, Government Code, Vernon's Texas Code Annotated, on the 14 day of July, 2005 by and between Wise County, through its Commissioners' Court and the City of Rhome, hereinafter referred to as "City", for the purpose of repairing public roads located in Wise County, Texas and within the limits of City. This agreement shall replace and supercede all prior agreements between the parties on this subject.

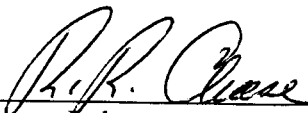
Therefore the parties agree as follows:

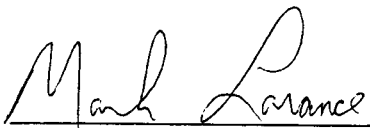
1. The public roads in the City to be repaired shall be agreed upon by the parties hereto.
2. Total Charges for this agreement are as follows:
  - a) Wise County agrees to furnish labor and/or use County equipment in an amount not to exceed \$15,000.
  - b) Except as otherwise provided below, City agrees to pay for materials required directly to any vendor.
  - c) If a road repair project is not located exclusively within the city limits of the City, then Wise County may, at its sole option, elect to pay for the materials necessary for the entire project and bill City for its pro rata share so as to reimburse County for the cost of the materials used inside the City limits.
  - d) The City will reimburse Wise County for all required materials not paid directly to the vendor.
3. 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.
4. 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 law without this agreement.
5. The City and County jointly and separately for themselves, their agents, assigns, attorneys and legal representatives, do hereby, and herewith fully release, acquit and forever discharge each to the other, their respective agents, employees, heirs, successors, assigns, affiliated or related entities, administrators, attorneys and legal representatives pursuant to the terms of this agreement, from any and all liability,

claims, demands, warranties, express or implied, damages, liabilities, obligations or cause of action of whatsoever nature arising out of the County's performance or non-performance of repair work.

6. This agreement represents the entire and integrated agreement between Wise County and City and supersedes all prior negotiations representations and/or agreement either written or oral. Only written instruments signed by both Wise County and City may amend this agreement.
7. The laws of the State of Texas hereto, shall govern the validity of this agreement and of its terms or its provision, as well as the rights and duties of these parties.
8. 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.
9. Either party giving thirty (30) day advance notice to the other party may terminate this agreement at any time. In the event of such termination of either party, Wise County shall be compensated for the costs of all materials used to termination date as authorized by this agreement.
10. 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 14<sup>th</sup> day of July, 2005.

  
\_\_\_\_\_  
County Judge

  
\_\_\_\_\_  
Mayor, City of Rhome