

INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT is entered between the County of Rusk, acting by and through its Commissioners' Court for Precinct No. 2 Commissioner, hereafter referred to as "County" and the City of Tatum, hereafter referred to as "City". The County and the City do hereby jointly agree to the following obligations:

CITY'S RESPONSIBILITY: Pay for and provide the materials needed to construct, improve, maintain, or repair streets within the incorporated limits of the City, including but not limited to sand, clay, dirt, and gravel. Such construction, improvement, maintenance or repair of City streets shall progress from time to time as City finances allow.

COUNTY'S RESPONSIBILITY: Provide the equipment, man power, and actual performance of the construction, improvement, maintenance, or repair of streets within the incorporated limits of the City.

The County and City agree that County road projects will take priority over City street projects. The County and City shall keep the other entity informed as to the amounts and purposes of any expenses to be incurred prior to their incurrences.

Either party may terminate this Agreement at will by giving the other party at least thirty (30) days prior written notice. Upon mailing such notice by certified mail, return receipt requested, the party giving said notice shall not be liable for any cost thereafter incurred by the other party.

The City hereby releases, acquits, and discharges the County from any liability, known or unknown, accrued or to accrue, involving damages or injury caused by, or to, the employees, representatives, and agents of the City. The City agrees to indemnify the County for any claims described above and for any and all attorney's fees and expenses incurred by the County as a result of these claims.

No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated, subsequent to the date of this Agreement, and duly executed by the Parties to this Agreement.

In the case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement. This Agreement will be construed as if the invalid, illegal, or unenforceable provision had never been contained in this Agreement.

IN WITNESS WHEREOF, this lease is executed effective the 10th day of April, 1995, by the officials hereunto duly authorized, in duplicate originals.

COUNTY OF RUSK

ATTEST:

Sandra Hodges
COUNTY JUDGE

Frank Johnson
COUNTY CLERK
Deputy

CITY OF _____

ATTEST:

Matthew N. Mullins Jr.
MAYOR

Peter Tolston
CITY SECRETARY