

STATE OF TEXAS

ILA AS APPROVED BY RESOLUTION 24-61
WITH PROPOSED AMENDMENT OF 4.h. (Pg. 2) REDLINED
and numbering corrections

INTERLOCAL AGREEMENT

TARRANT COUNTY

This Interlocal Agreement (the "**Agreement**") is made and entered into by and, between The City of Watauga, Texas, a municipal corporation (hereinafter "**WATAUGA**") and The Town of WESTLAKE, Texas, a municipal corporation (hereinafter "**WESTLAKE**").

WHEREAS, both WATAUGA and WESTLAKE has the authority to enter into this Agreement pursuant to Chapter 791, Texas Government Code; and

WHEREAS, the service agreement for Vehicle Maintenance ("Service Level Agreement") contemplated under this Agreement is of mutual interest and benefit to WESTLAKE and WATAUGA and will further the objectives of both parties in a manner consistent with the objectives of political subdivisions of the State of Texas; Watauga will provide vehicle maintenance services to WESTLAKE, for a defined fee detailed below; and

WHEREAS, it is mutually beneficial to both parties to execute this Agreement whereby each entity can achieve common objectives relating to the services regarding vehicle maintenance and in the interest of saving taxpayer funding; and

WHEREAS, all payments collected by WATAUGA from vehicle maintenance services provided to WESTLAKE will be considered revenue to WATAUGA and that WESTLAKE shall pay all invoices presented, as statutorily prescribed by Texas Government Code Chapter 2251 (Prompt Payment Act); and

WHEREAS, WESTLAKE agrees to utilize the non-exclusive vehicle maintenance services provided by WATAUGA, in this agreement for the purposes of vehicle maintenance to WESTLAKE vehicles and equipment, and

NOW, THEREFORE, in consideration of the mutual representations, terms and covenants hereafter set forth, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. STATEMENT OF WORK.

WATAUGA agrees to use reasonable efforts to perform the vehicle maintenance services described in the Service Level Agreement listed below in Section 2.

2. SERVICE LEVEL AGREEMENT – Services provided by WATAUGA:

- a. Schedule vehicle maintenance and repairs when notified by WESTLAKE;
- b. Provide vehicle preventative maintenance and general repair services in a timely manner; and
- c. Process monthly repair invoices for payment.

3. WARRANTY – WATAUGA

Fleet Services will warrant repair labor for a period of 60 days;

- a. Parts will be warranted for 90 days, defective or failed parts will be replaced at no charge during warranty period;
- b. All vehicle batteries will have an eighteen (18) month free replacement period.
- c. Other than the foregoing warranties, WATAUGA makes no other warranties, guaranties or representations regarding parts or labor.

4. RATE SCHEDULE

Services provided by WATAUGA at the following rates – Preventive Maintenance (PM) services flat rated based on vehicle class as follows:

- a. Light duty PM - \$139.22 + parts
- b. Heavy duty PM - \$2,497.87 + parts
- c. Other repairs invoiced at cost plus labor rate of \$139.22 per hour + parts
- d. Parts invoiced at cost plus 25%
- e. Transporting of equipment shall be billed out at the hourly rate of \$139.22 an hour.
- f. Dispatch Watauga Service truck to repair equipment in field will be charged a \$69.61 service call - \$174.02/hr + parts during normal working business days from 7:00 am till 4:00 pm or \$208.82/hr for afterhours + parts
- g. Dispatch third party vendors to truck in field (flat tires, etc.) – Third party costs + 25%
- h. Each new budget year ~~after the first year~~, the rate schedule shall be increased ~~per the Consumer Price Index for All Urban Consumers (CPI-U) for Series Title, Motor Vehicle repair in the U.S. city average, all urban consumers (Series ID CUSR0000SETD03) as reported in April of each year based on the percent change. In the event of a decrease, the rate schedule shall remain the same. The April 2024 CPI-U for this series was 268.324, by three percent (3.0%).~~ The increase shall be automatically accepted unless each City/Town Manager agrees to other provisions prior to the final budget being accepted by the City/Town Council of both entities.

5. CONTRACT PAYMENTS

WESTLAKE shall reimburse WATAUGA per Section 4 on a monthly basis.

Payments shall be sent to the following address:

City of Watauga
Finance Department
7105 Whitley Road
Watauga, TX 76148
Attention: Accounts Payable

Phone: 817-514-5800
Email: accountspayable@wataugatx.org

6. THIRD PARTY

This contract shall not be interpreted to inure to the benefit of a third party not a party to this contract. This contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by law.

7. JOINT VENTURE & AGENCY

The relationship between the parties to this Agreement does not create a partnership or joint venture between the parties. This Agreement does not appoint any party as agent for the other party.

8. EFFECTIVE DATE

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

9. TERM

The initial term of this Agreement shall be for Fiscal 2024/2025 budget year, beginning on October 1, 2024 and expiring on September 30, 2025. Following the Initial Term, unless written notice is given by either party hereto to the other not less than ninety (90) day before the expiration of this Agreement, it shall be automatically renewed for another additional period of twelve (12) months from such expiration date and shall be automatically renewed thereafter indefinitely. In the event of termination by either party, neither party shall have any further obligations to the other party under this Agreement, except that WESTLAKE remains liable to WATAUGA for any outstanding invoices, if any.

109. TERMINATION

Notwithstanding anything to the contrary, either party may terminate this Agreement at any time by providing ninety (90) days written notice to the other party. Any failure by WESTLAKE to timely pay any amounts due under the provisions of this Agreement shall be a material breach of this Agreement and WATAUGA may, in addition to any other remedy, terminate this Agreement for such breach immediately.

101. RIGHTS AND OBLIGATIONS OF WATAUGA

- a. WATAUGA shall provide the Services at Watauga Fleet Maintenance Garage for in-house repairs.
- b. WATAUGA shall instruct any third-party certified vehicle and equipment maintenance providers to provide the same level of service to WESTLAKE vehicles and equipment as it does for WATAUGA.
- c. The certified vehicle and equipment maintenance provider will bill WATAUGA directly for services provided.
- d. WATAUGA will provide services from Certified Vehicle Technicians.
- e. Watauga will drive equipment to third party maintenance providers.
- f. Watauga will inspect third party repairs prior to returning unit to WESTLAKE.

124. RIGHTS AND OBLIGATIONS OF WESTLAKE

- a. WESTLAKE shall pay invoices received in accordance with the Texas Prompt Payment Act, and expressly waives immunity from suit in any action by Watauga to recover past due amounts. Westlake holds harmless, releases and waives Watauga from and against any and all claims, losses damages and liability arising under this Agreement and the services provided hereunder.
- b. WESTLAKE shall at all times be responsible for submitting the appropriate documents with a request for Services to WATAUGA.
- c. WESTLAKE shall be responsible for the delivery and pick-up of vehicles or equipment requiring services.
- d. WESTLAKE shall be responsible for insuring vehicles and equipment.

132. SOVEREIGN IMMUNITY

Except as otherwise provided herein, neither party to this Agreement waives any claim of sovereign immunity because of its participation in this Agreement. Nothing in this Agreement shall be construed as creating any right or obligation to any third party.

143. AMENDMENT

This Agreement may be amended by the mutual written agreement of both parties hereto. The parties agree to enter an amended Agreement in order to comply with any legislative changes related to this Agreement, or due to a determination by a court of competent jurisdiction of other

government authority that would cause any provision of this Agreement to be out of compliance with the current law.

154. SEVERABILITY

In the event anyone 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 the other provisions, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

156. GOVERNING LAW

The validity of this Agreement and any of its terms and provisions as well as rights and duties of the parties shall be governed by the laws of the State of Texas; and venue for any such action concerning this Agreement shall be and remain in the State District Court of Tarrant County, Texas.

176. FORCE MAJEURE

In the event that any party shall be prevented from performing any of its obligations under this Agreement by any act of God, war, riot, civil commotion, strikes, fires, flood, disease, epidemic, pandemic, quarantine, act of government, state of emergency, or by the occurrence of any event beyond the control of such party, then such party shall be excused from the performance of the obligations under this Agreement but only during such period of Force Majeure.

187. ENTIRE AGREEMENT

This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral, or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

THE TOWN OF WESTLAKE

Kim Greaves, Mayor

Date: _____

Wade Carroll
Town Manager

Date: _____

ATTEST:

Dianna Buchanan, Town Secretary

APPROVED AS TO FORM

L. Stan Lowry, Town Attorney

THE CITY OF WATAUGA

Sandra Gibson, Interim City Manager

Date: _____

Paul Hackleman, P.E.
Director of Public Works

Date: _____

ATTEST:

APPROVED AS TO FORM AND LEGALITY

City Attorney