

**GRAND PRAIRIE-MANSFIELD  
INTERLOCAL COOPERATIVE AGREEMENT**

**THE STATE OF TEXAS**

**COUNTY OF TARRANT**

**THIS AGREEMENT** entered into this \_\_\_\_ day of \_\_\_\_\_, 2012 by and between the cities of Grand Prairie and Mansfield hereinafter referred to as “Grand Prairie” and “Mansfield” respectively, both of which are Texas municipal corporations and each acting herein through their duly authorized officials;

**WITNESSETH:**

WHEREAS, Grand Prairie desires, and Mansfield agrees to allow placement of a 12” diameter water line within the City of Mansfield right-of-way of Day Miar Road for the purpose of serving a Church being constructed within the Grand Prairie city limits but fronting on Day Miar Road.

NOW, THEREFORE, this agreement is made and entered into by and between Grand Prairie and Mansfield, said parties acting herein by and through their authorized representatives:

**I. PURPOSE**

The purpose of this amendment is to provide for the terms and conditions whereby Grand Prairie may place approximately 1900 linear feet of a 12” diameter water line within the right-of-way of Day Miar Road and sets the terms and conditions relating thereto.

**II. TERM**

This interlocal amendment shall be effective the earlier date of twenty (20) years from the date this amendment is effective or until Mansfield requests that the Grand Prairie line be removed from, or relocated to an alternate location within the Mansfield right-of-way. This agreement shall automatically renew for an additional (20) year term under the same terms if not terminated by either party sooner.

**III. USE OF RIGHT-OF-WAY**

The City of Grand Prairie shall not utilize Mansfield easements and/or right-of-way except where specifically authorized to do so under this agreement, existing or future amended versions thereof.

Mansfield agrees to allow Grand Prairie the use of a certain right-of-way along Day Miar Road as shown in Exhibit “A”.

No payment shall be made for use of this right-of-way.

The water line shall be placed between the edge of the pavement and inside the Day Miar Road right-of-way as shown on Exhibit “A” and more specifically on the final engineering plans, which shall be

subject to final approval by Mansfield, such approval not being reasonably withheld. Grand Prairie will be responsible to ensure that all construction, cleanup and any disturbed pavement or other structures damaged or removed due to the water line construction are repaired or replaced according to Mansfield requirements.

Within 180 days from a request in writing from the City of Mansfield, Grand Prairie shall, at its sole expense, remove and/or relocate said water main to a location acceptable to the City of Mansfield as needed for any City of Mansfield capital improvement project. Modification of this agreement is not required for any initial or future relocation requirements due to such improvement projects. Mansfield and Grand Prairie will cooperate in minimizing inconvenience to the customers and citizens of both cities associate with such relocation.

Nothing contained herein shall be deemed to limit the number or type of future customers that may tap into this water line.

#### **IV. EXISTING AGREEMENTS**

Nothing herein shall change or nullify any existing terms of any interlocal agreement or contract between the two cities.

#### **V. GENERAL ADMINISTRATIVE PROCEDURES**

The following shall apply to this Inter Local cooperative Agreement:

1. Venue – This Inter local co-operative agreement is performable in Tarrant County, Texas and shall be governed by construed and enforced in accordance with the laws of the state of Texas. Venue will lie for any actions necessary to enforce the terms and provisions of this Inter Local Agreement in Tarrant County, Texas.
2. Modifications --This agreement may be expanded and/or modified from time to time upon the agreement of both parties in order to complete arrangements and schedules anticipated by the agreement and/or to accommodate unanticipated or unusual circumstances, however this Agreement may not be changed, revised or otherwise amended by any party hereto except by writings signed by all the parties hereto or their successors.
3. Severance Clause - If any section, subsection, clause, sentence phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such shall be deemed a separate distinct and independent provision and such holding shall not effect the validity of the remaining portion hereof.

Effective date of this Agreement shall be on the last date of the signature of any party hereto.

**EXECUTED** by the Cities of Grand Prairie and Mansfield, each representative governmental entity acting by and through its City Manager or other duly authorized official in the manner required by each respective City's Charter, or otherwise as required by law, on the date herein below specified.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

City of Grand Prairie

\_\_\_\_\_  
Tom Hart, City Manager

Date \_\_\_\_\_

City of Mansfield

\_\_\_\_\_  
Clayton W. Chandler, City Manager  
ATTEST

Date \_\_\_\_\_

By \_\_\_\_\_  
City Secretary City of Grand Prairie

By \_\_\_\_\_  
City Secretary, Mansfield

APPROVED AS TO FORM:

By \_\_\_\_\_  
City Attorney, Grand Prairie

By \_\_\_\_\_  
City Attorney, Mansfield