

**THE STATE OF TEXAS**

**INTERLOCAL AGREEMENT**

**COUNTY OF TARRANT**

This Interlocal Agreement is between Tarrant County, Texas ("COUNTY"), and the City of Mansfield ("CITY").

WHEREAS, the CITY is requesting the COUNTY's assistance with the reconstruction of E. Kimball Street and the new construction of a temporary roadway that will connect E. Kimball Street to the public parking lot located at 109 S. Main Street (the "**Project**").

WHEREAS, the Interlocal Cooperation Act contained in Chapter 791 of the Texas Government Code provides legal authority for the parties to enter into this Agreement; and

WHEREAS, during the performance of the governmental functions and the payment for the performance of those governmental functions under this Agreement, the parties will make the performance and payment from current revenues legally available to that party; and

WHEREAS, the Commissioners Court of the COUNTY and the City Council of the CITY each make the following findings:

- a. This Agreement serves the common interests of both parties;
- b. This Agreement will benefit the public;
- c. The division of costs fairly compensates both parties to this Agreement; and
- d. The CITY and the COUNTY have authorized their representative to sign this Agreement; and
- e. Both parties acknowledge that they are each a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

NOW, THEREFORE, the COUNTY and the CITY agree as follows:

**TERMS AND CONDITIONS**

**1. COUNTY RESPONSIBILITY**

The COUNTY will furnish the labor and equipment to assist the CITY in completing the Project. The construction will consist of the following:

- 1.1 Stabilize and compact sub-grade at a depth of eight (8) inches;
- 1.2 Apply asphalt emulsion prime coat;
- 1.3 Place and compact four (4) inches of Type B Hot Mix Asphalt Concrete; and
- 1.4 Place and compact two (2) inches of Type D Hot Mix Asphalt Concrete.

**2. CITY RESPONSIBILITY**

- 2.1 CITY will furnish all materials for the Project and pay trucking charges.
- 2.2 CITY will furnish a site for dumping waste in close proximity to job site for materials generated during this Project.
- 2.3 CITY will furnish all rights of way, plan specifications and engineering drawings.

- 2.4 CITY will furnish necessary traffic controls including Type A barricades to redirect traffic flow to alternate lanes during the construction phase of the Project; and
- 2.5 CITY will provide temporary driving lane markings.
- 2.6 CITY will ensure that the Project is cleared of obstructions which could damage COUNTY equipment during construction.
- 2.7 CITY will verify the location of all utility locations, mark those locations and then remove the utilities that will interfere with the progress of the Project.
- 2.8 CITY will provide any soil lab testing needed for the Project.

**3. PROCEDURES DURING PROJECT**

COUNTY retains the right to inspect and reject all materials provided for this Project.

If the CITY has a complaint regarding the construction of the Project, the CITY must complain in writing to the COUNTY no later than 30 days of the date of Project completion. Upon expiration of 30 days after Project completion, the CITY will be solely responsible for maintenance and repairs of E. Kimball Street and the temporary roadway.

**4. NO WAIVER OF IMMUNITY**

This Agreement does not waive COUNTY rights under a legal theory of sovereign immunity. This Agreement does not waive CITY rights under a legal theory of sovereign immunity.

**5. OPTIONAL SERVICES**

- 5.1 If requested by the CITY, the COUNTY will apply permanent striping coordinated through the Transportation Department. Application of striping by the COUNTY is limited to Project roadways. If the CITY desires permanent striping applied to any roadways or portions of roadways not covered by this Agreement, the CITY will need to enter into a separate agreement with the COUNTY for the provision of those services
- 5.2 If necessary, the CITY will furnish flag persons.
- 5.3 If required, the CITY will pay for engineering services, storm water run-off plans, and continuation of services and plan.

**6. TIME PERIOD FOR COMPLETION**

The CITY will give the COUNTY notice to proceed at the appropriate time. However, the COUNTY is under no duty to commence construction at any particular time.

**7. THIRD PARTY**

The parties do not enter into this Agreement to protect any specific third party. The intent of this Agreement excludes the idea of a suit by a third party beneficiary. The parties to this Agreement do not consent to the waiver of sovereign immunity under Texas law to the extent any party may have immunity under Texas law.

**8. 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.

**9. EFFECTIVE DATE**

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

**10. TERMINATION OF AGREEMENT**

Either party may terminate this Agreement without cause by providing thirty (30) days prior written notice of intent to terminate to the other party. This Agreement will automatically terminate upon completion of the Project or September 30, 2017, whichever date occurs first. This Agreement may be renewed prior to its expiration upon the mutual consent of the parties in writing.

**TARRANT COUNTY, TEXAS**

**CITY OF MANSFIELD**

\_\_\_\_\_  
COUNTY JUDGE

\_\_\_\_\_  
Authorized City Official

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
COMMISSIONER, PRECINCT 2  
Andy Nguyen

Attest:

Attest:

\_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM\*

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
Criminal District Attorney's Office\*

\_\_\_\_\_  
Assistant City Attorney

\* By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.