

THE STATE OF TEXAS
COUNTY OF TARRANT

INTERLOCAL AGREEMENT

BACKGROUND

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

The parties enter into this Agreement under the authority of Sections 791.001 – 791.029 of the Texas Government Code.

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.

The Commissioners Court of the COUNTY and the City Council of the CITY each find:

- a. This Agreement serves the common interest of both parties.
- b. This Agreement will benefit the public.
- c. The division of costs fairly compensates both parties to this Agreement.
- d. The CITY and COUNTY have authorized their representative to sign this Agreement.

The Parties therefore agree as follows:

TERMS AND CONDITIONS

1. THE PROJECT

The CITY is requesting the COUNTY's assistance in the reconstruction of Newt Patterson Road, from Cardinal Road to the Mansfield City Limits, at a width of 22 feet and a length of approximately 10,710 feet (the "Project").

2. COUNTY RESPONSIBILITY

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

- 2.1 Stabilize and compact sub-grade at a depth of ten (10) inches;
- 2.2 Apply asphalt emulsion prime coat;
- 2.3 Place and compact four (4) inches of Type B Hot Mix Asphalt Concrete;
- 2.4 Place and compact two (2) inches of Type D Hot Mix Asphalt Concrete;
and
- 2.5 Place flexible base on shoulders at roadway edges and, if needed, in the sub-grade.

3. CITY RESPONSIBILITY

- 3.1 CITY will pay all trucking charges and furnish all materials for the Project including reinforced concrete pipe, stabilization materials, hot mix asphalt, asphalt emulsion, and flexible base.
- 3.2 CITY will furnish the COUNTY with a site for dumping waste materials generated during this Project.
- 3.3 CITY will furnish all rights of way, plan specifications and engineering drawings.
- 3.4 CITY will furnish necessary traffic controls, including Type A barricades, to redirect traffic flow to alternate lanes during the construction phase of the Project.
- 3.5 CITY will provide temporary drive lane markings.
- 3.6 If a Storm Water Pollution Prevention Plan is required, the CITY will be responsible for the design and development of the Plan. CITY will pay for all cost (including subcontractor materials, labor and equipment) associated with the implementation and maintenance of the Plan.
- 3.7 CITY will ensure that the Project is cleared of obstructions which could damage COUNTY equipment during construction.
- 3.8 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.
- 3.9 CITY will provide a stockpile site for materials used for the Project.
- 3.10 CITY will provide soil lab testing for the Project.

4. PROCEDURES DURING PROJECT

COUNTY retains the right to inspect and reject all materials provided for this Project. CITY will provide quality assurance inspection for the Project. If the CITY has a complaint regarding the construction of the Project, the CITY must complain in writing to the COUNTY within 30 days of Project completion. Upon expiration of 30 days after Project completion, the CITY will be responsible for all maintenance and repairs of the Project.

5. 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.

6. OPTIONAL SERVICES

- 6.1 If requested by CITY, the COUNTY may apply permanent striping;
- 6.2 If necessary, COUNTY may furnish traffic control personnel;
- 6.3 The CITY will pay for engineering services, and if required, the CITY will pay for storm water run-off plans, and continuation of services and plan;
- 6.4 If a Storm Water Prevention Plan is provided by CITY, COUNTY will be responsible for the implementation and maintenance of the Plan during the duration of the Project;
- 6.5 If requested by CITY, the COUNTY will install reinforced concrete pipe furnished by the CITY.

7. TIME PERIOD FOR COMPLETION

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

8. 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.

9. 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.

10. EFFECTIVE DATE

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

COUNTY OF TARRANT

CITY OF MANSFIELD

COUNTY JUDGE

Date: _____

Authorized CITY Official

Date: _____

Attest:

Attest:

COMMISSIONER PRECINCT TWO
ANDY NGUYEN

APPROVED AS TO FORM*

CRIMINAL DISTRICT ATTORNEY'S OFFICE*

*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.