

RESOLUTION NO. _____

**A RESOLUTION TO APPROVE AN INTER-LOCAL AGREEMENT
BETWEEN THE CITY OF MANSFIELD AND TARRANT COUNTY
FOR ASSISTANCE WITH CONSTRUCTION OF A PARKING AREA
AT 450 HERITAGE PARKWAY SOUTH IN THE AMOUNT OF \$1,500**

WHEREAS, it is recognized that it is in the best interest of the citizens of the City of Mansfield that a parking area be constructed to accommodate overflow parking for events held by Hawaiian Falls and Big League Dreams; and

WHEREAS, Tarrant County and the City of Mansfield have agreed to contract with each other concerning the construction of said improvements; and

WHEREAS, Tarrant County and the City of Mansfield have agreed to enter into an inter-local agreement concerning said improvements (agreement attached as Exhibit "A").

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF MANSFIELD, TEXAS:**

Section 1.

The City Manager or his designee is hereby authorized to execute an inter-local agreement with Tarrant County for assistance with construction of a parking area at 450 Heritage Parkway South in the amount of One Thousand Five Hundred Dollars and 00/100 (\$1,500).

RESOLVED AND PASSED this 9th day of April, 2012.

David L. Cook, Mayor

ATTEST:

Vicki Collins, City Secretary

Exhibit "A"

THE STATE OF TEXAS

INTERLOCAL AGREEMENT

COUNTY OF TARRANT

BACKGROUND

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

Sections 791.001 – 791.029 of the Texas Government Code provide legal authority for this Agreement;

During the performance of the governmental functions and the payment for the performance of those governmental functions the parties will make the performance and payment from current revenues legally available to that party; and

The Commissioners Court of the COUNTY and 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; and
- d. The CITY and COUNTY have authorized their representative to sign this Agreement.

The Parties therefore agree as follows:

TERMS AND CONDITIONS

1. COUNTY RESPONSIBILITY

COUNTY will furnish the labor and equipment for the following project:

Re-grade approximately two-thirds of the three acre site at 450 Heritage Pkwy South:

- 1.1 Shape and Grade parking area;
- 1.2 Grading will stay 30' away from existing storm drain inlet;
- 1.3 Place final ground covering.

2. CITY RESPONSIBILITY

- 2.1 CITY will pay for and furnish all materials for the project.
- 2.2 CITY will furnish a site for dumping waste 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.
- 2.5 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.
- 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 a stockpile site for materials used for this project.
- 2.9 CITY will provide soil lab testing for this project.
- 2.10 CITY will pay County \$1,500.00 for the labor and equipment involved with this project.

3. 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 becomes responsible for maintenance of the project.

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 CITY, the COUNTY may apply permanent striping;
- 5.2 If necessary, COUNTY may 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;
- 5.4 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. 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.

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. OWNERSHIP

The CITY owns the property located at 450 Heritage Parkway South.

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:

APPROVED AS TO FORM*

ASSISTANT DISTRICT ATTORNEY

APPROVED AS TO FORM AND
LEGALITY

CITY ATTORNEY

COMMISSIONER PRECINCT TWO

*By law, the District Attorney’s Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

