

THE STATE OF TEXAS § DEBBIE LANE PROJECT INTERLOCAL
 § AGREEMENT BETWEEN CITY OF
COUNTY OF TARRANT § ARLINGTON AND CITY OF MANSFIELD

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into on this the ____ day of _____, 2022, by and between the **CITY OF ARLINGTON, TEXAS**, a municipal corporation (hereinafter referred to as “ARLINGTON”); and the **CITY OF MANSFIELD, TEXAS**, a municipal corporation (hereinafter referred to as “MANSFIELD”);

Both ARLINGTON and MANSFIELD execute this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, and in accordance with Chapter 273 of the Texas Local Government Code, as amended.

WHEREAS, the parties to this Agreement wish to cooperate in the construction of ARLINGTON’S Debbie Lane Widening Project between ARLINGTON’S western city limits and State Highway 360; and

WHEREAS, the parties, in paying for the performance of governmental functions or in performing such governmental functions shall make payments therefore only from revenues legally available to such parties; and

WHEREAS, the governing bodies of each party find the Debbie Lane Widening Project is a benefit of the public and that each party has the legal authority to build or maintain or to provide such service, and the construction and improvement thereof is in the common interest of both parties hereto; and that the covenants and promises constitutes adequate consideration to each party.

NOW THEREFORE, in consideration of the premises and the agreements, covenants and promises herein set forth, it is agreed as follows:

I.
DEFINITIONS

The following terms shall have the following meanings when used in this Agreement:

- A. “Project” means: the widening and related improvements to that portion of Debbie Lane between approximately 500 feet west of ARLINGTON’s western city limits and SH360 as defined on the attached **Exhibit “A”**.
- B. “CITIES” or “PARTIES” means ARLINGTON and MANSFIELD.
- C. “Project Costs” include design and construction of all improvements. This includes, but is not limited to, right-of-way acquisition, utility relocations, storm drain improvements, grading, street and sidewalk construction, traffic signal improvements, streetlights, pavement markings, signs, traffic control signs and devices, permitting fees, and all other costs incident thereto.

II.

PURPOSE

The purpose of this Agreement is to provide for all functions and services required for the design, construction, and maintenance for the construction of the Project.

III.

TERMS, RIGHTS, OBJECTIVES AND DUTIES **OF THE PARTIES**

The following shall apply to the CITIES in the performance of this AGREEMENT.

- A. This Agreement shall commence on the date first written above and terminate upon final acceptance of the Project by ARLINGTON. Final acceptance is when the two-year maintenance bond expires.
- B. ARLINGTON will assume all costs associated with preparation of construction plans and specifications for the proposed road improvements.
- C. Upon determination of the right-of-way, easements or other property interests required for the Project, ARLINGTON will obtain the necessary property interests, including without limitation, right-of-way or easements by dedication, by purchase, or by condemnation, if determined by ARLINGTON to be necessary. MANSFIELD agrees and acknowledges that in authorizing and executing this Agreement, MANSFIELD grants to ARLINGTON the authority necessary to condemn or otherwise acquire property required for the Project within MANSFIELD. ARLINGTON and MANSFIELD agree to consider and act upon any resolutions necessary to accomplish the condemnation of land by ARLINGTON within the city limits of MANSFIELD. ARLINGTON will assume all costs of whatever nature associated with any eminent domain proceedings that are assessed against the condemner. Any easements or rights-of-way acquired in MANSFIELD will be dedicated to MANSFIELD.
- D. ARLINGTON will assume all costs associated with preparation of easement documents and easement acquisition for the proposed improvements.
- E. ARLINGTON will be responsible for administering the relocation of public and private utility lines within each city, including necessary design and construction to accommodate the Project immediately following completion of right-of-way acquisition. Each City will also take any necessary action(s) to provide for all franchised utility companies to relocate facilities within their city in accordance with existing franchise agreements. If applicable, all costs attributable to relocations shall be deemed Project Costs, as that term is defined herein. This Agreement will not alter any previous agreements for operation and/or maintenance of Arlington water and sewer lines.

- F. ARLINGTON will be responsible for the replacement of any current pavement markings and signage for the Project will be included as part of the Project.
- G. ARLINGTON will be responsible for the bidding and construction of the project.
- H. Except as otherwise specified in this AGREEMENT, ARLINGTON shall be responsible for all Project Costs, as herein defined.
- I. The Project plans will be prepared to include improvements necessary to construct the portions of roadway included in the Project in accordance with prevailing engineering standards, together with the transition of all improvements to existing streets, driveways, and drainage structures. MANSFIELD concurs to the building of the improvements by the standards required by ARLINGTON by its ordinances and regulations.
- J. MANSFIELD agrees that ARLINGTON shall have the authority to provide inspection for the construction of the Project. MANSFIELD further agrees that any contact with the contractor will be directed through ARLINGTON.
- K. After final acceptance of the Project and the two-year maintenance bond expires, ARLINGTON will be responsible to maintain the improvements on Debbie Lane within the Arlington city limits, and MANSFIELD will be responsible to maintain the improvements within the MANSFIELD city limits.
- L. Once the two-year maintenance bond letter is issued MANSFIELD and/or private property owners shall be responsible to perform any routine maintenance of vegetation, including but not limited to mowing, tree trimming, and tree removal within MANSFIELD city limits. The two-year maintenance bond letter will be issued at the start of the two-year period.

IV. DEFAULT

If at any time during the term of this Agreement, either party shall fail to commence the work in accordance with the provisions of this Agreement or fail to diligently provide the services in an efficient, timely and careful manner and in strict accordance with provisions of this Agreement, or fail to use an adequate number or quality of personnel or equipment to complete the work or fail to perform any of its obligations under this Agreement, then the other party shall have the right, if the defaulting party shall not cure any such default after thirty (30) days written notice thereof, to terminate this Agreement and complete the work in any manner it deems desirable, including engaging the services of other parties therefor. Any such act by the other party shall not be deemed a waiver of any other right or remedy of the other party.

V.
NO VERBAL AGREEMENT

This Agreement contains all the terms, commitments and covenants of the CITIES pursuant to this Agreement. Any verbal or written commitment not contained in this Agreement or expressly referred to in this Agreement and incorporated by reference shall have no force or effect.

VI.
AGREEMENT INTERPRETATION AND VENUE

The CITIES covenant and agree that any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas and venue shall be proper exclusively in Tarrant County, Texas.

VII.
CAPTION

The captions to the various clauses of this Agreement are for informational purposes only and in no way alter the substance of the terms and conditions of this Agreement.

VIII.
IMMUNITY

It is expressly understood and agreed that, in the execution of this Agreement, no party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

IX.
SEVERABILITY

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants or conditions of this Agreement are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions in this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidate.

EXECUTED in multiple original counterparts to be effective on the date above first written.

CITY OF MANSFIELD, TEXAS

By: _____
Joe Smolinski, City Manager

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM:
City Attorney

By: _____

CITY OF ARLINGTON, TEXAS

By: _____
LEMUEL RANDOLPH
Deputy City Manager

ATTEST:

ALEX BUSKEN, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

By: _____

Exhibit "A"

ARLINGTON

WILLOW BROOK DR

TABASCO TRL

DEBBIE LN

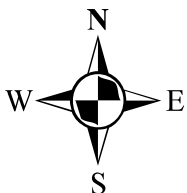
ESPLANADE BLVD

MANSFIELD

"This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries."

LEGEND

- Project Location
- Municipality Limits



Debbie Lane (City Limits to SH360)
Project No. PWST20001
Interlocal Agreement Map



Prepared By:
PW Engineering Operations
5/16/2022