

THE STATE OF TEXAS
COUNTY OF TARRANT
INTERLOCAL AGREEMENT
FOR
OVERLAY OF VARIOUS STREETS
WITHIN THE CITY OF BENBROOK

This Agreement is between Tarrant County, Texas ("COUNTY") acting by and through its duly authorized County Commissioner Court, and the City of Benbrook, Texas ("CITY") acting through its duly authorized City Manager.

WHEREAS, the Interlocal Cooperation Act, (Texas Government Code Section 791.001 et seq.) provides legal authority for this Agreement; and

WHEREAS, the CITY is requesting the COUNTY's assistance with the overlay of various streets within the City of Benbrook:

- Overlay of Van Deman Drive from Chapin Road to Burkett Drive being approximately 8,758 square yards, to apply two inches of type D asphalt
- Overlay of Van Deman Court from Van Deman Drive to Dead End being approximately 887 square yards, to apply two inches of type D asphalt
- Overlay of Delmas Drive from Chapin Road to Dead End being approximately 3,220 square yards, to apply two inches of type D asphalt
- Overlay of Carman Drive from Chapin Road to Mahan Drive being approximately 4,216 square yards, to apply two inches of type D asphalt
- Overlay of Busseron Drive from Chapin Road to Burkett Drive being approximately 2,442 square yards, to apply two inches of type D asphalt
- Overlay of Burkett Drive from Chapin Road to Dead End being approximately 6,689 square yards, to apply two inches of type D asphalt
- Overlay of Mahan Drive from Van Deman Drive to Burkett Drive being approximately 4,200 square yards, to apply two inches of type D asphalt
- Overlay of Sirocka Drive from Van Deman Drive to Burkett Drive being approximately 3,484 square yards, to apply two inches of type D asphalt
- Overlay of Sirocka Court from Van Deman Drive to Concrete being approximately 436 square yards, to apply two inches of type D asphalt
- Overlay of Schley Court from Van Deman Drive to Dead End being approximately 957 square yards, to apply two inches of type D asphalt
- Overlay of Dawn Drive from Mary's Creek Drive to Mary's Creek Drive being approximately 6,487 square yards, to apply two inches of type D asphalt

Collectively referred to as the "Project"; and

WHEREAS, 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

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

- 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.

NOW, THEREFORE, the County and City agree as follows:

TERMS AND CONDITIONS

1. COUNTY RESPONSIBILITY

1.1 COUNTY will furnish the labor and equipment for the Project.

1.2 COUNTY agrees to, overlay the aforementioned streets being approximately a total of 41,776 square yards

2. CITY RESPONSIBILITY

With respect to each part of the Project:

- 2.1 The CITY will furnish and pay for all materials, including trucking costs, for the Project.
- 2.2 The CITY will furnish all rights-of-way and plan specifications. The CITY will also furnish all engineering drawings, if necessary, which will include required drainage grades and American with Disabilities Act approved entrances, if required. The CITY will pay for drainage culverts, if needed, for any part of the Project.
- 2.3 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

- 2.4 CITY will provide temporary driving lane markings.
- 2.5 CITY will provide a porta toilet.
- 2.6 CITY will ensure that the Project is cleared of obstructions which could damage COUNTY equipment during construction; and
- 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 furnish a site for dumping waste in close proximity to the job site for materials generated during this Project.
- 2.9 If a Storm Water Pollution Prevention Plan is required, the CITY will be responsible for the design, development, implementation and maintenance of the Plan for the duration of each part of the Project. The COUNTY will inform the CITY if the Plan needs maintenance during construction.
- 3.0 The CITY is responsible for the scheduling and milling cost required for the PROJECT.

3. PROCEDURES DURING PROJECT

- 3.1 The COUNTY retains the right to inspect and reject all materials the CITY provides for the Project.
- 3.2 If the CITY has a complaint regarding the construction of any part of the Project, the CITY must complain in writing to the COUNTY no later than thirty (30) days from the date of completion of that particular portion of the Project. Upon expiration of thirty (30) days after completion of a particular portion of the Project, the CITY will be responsible for all maintenance and repairs of that street. The reference to a "portion of the Project" as used in this Agreement refers to an individual street identified on the attached exhibit.

4. NO WAIVER OF IMMUNITY

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

5. OPTIONAL SERVICES

- 5.1 If necessary, the COUNTY will furnish flag persons.

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. COMPLIANCE WITH LAWS

In providing the services required by this Agreement, City must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. City shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

11. TERMINATION OF AGREEMENT

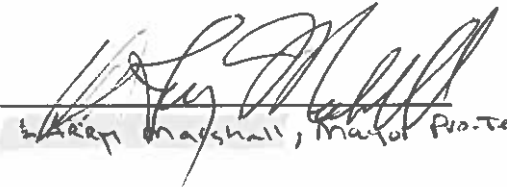
The initial term of this Agreement is until October 1, 2024 and will automatically renew for a like term thereafter until (1) the Project is completed or (2) the Agreement is terminated by either party in writing. Either party may terminate this Agreement at any time—either before the expiration of the initial term or after the renewal of any term thereafter—by providing the other party with thirty (30) days written notice of termination. In the event of termination by either party, neither party shall have any further obligations to the other party under this Agreement, except the CITY remains liable for payment to the COUNTY for any outstanding invoice for materials that the COUNTY provides for the Project, if any.

SIGNED AND EXECUTED this _____ day of _____, 2024

**COUNTY OF TARRANT
STATE OF TEXAS**

CITY OF BENBROOK

County Judge



Karen Marshall, Mayor Pro-Tem

Date: _____

Date: 1/4/2024

Commissioner, Precinct 1
Roy Charles Brooks

Attest:

Attest:

APPROVED AS TO FORM

APPROVED AS TO FORM AND LEGALITY

Craig Price

CRIMINAL DISTRICT ATTORNEY'S OFFICE

*By law, the Criminal District Attorney's Office may only
Approve contracts for its clients. We reviewed this document
For our client's legal perspective. Other parties may not rely
On this approval. Instead, those parties should seek contract
Review from independent counsel.