

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 to remove silt and sediment from the ditches to improve the existing drainage along Country Meadow, Lantern Ridge Drive, Chimney Hill Circle, and Meadow Creek Drive; and remove the silted area settled in the creek outlet, located on Country Meadow, approximately 50 feet upstream (the "**Project**"); and

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;
- 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 Project will consist of the following:

- 1.1 Remove trash and sediment impeding the proper flow of water through the existing drainage system and creek bed; and
- 1.2 Relocate excess material to site designated by the CITY.

2. CITY RESPONSIBILITY

- 2.1 CITY will furnish a site for dumping waste near the job site for materials generated during this Project;
- 2.2 CITY will furnish all rights of way, plan specifications and engineering drawings;
- 2.3 CITY will provide a Storm Water Pollution Prevention Plan, if necessary. The CITY will be responsible for the design and development of the Plan. CITY will pay for all costs (including subcontractor materials, labor, and equipment) associated with the implementation and maintenance of the Plan during the duration of the Project;
- 2.4 CITY will furnish necessary traffic controls including safety barricades and personnel to redirect traffic flow to alternate lanes during the construction phase of the Project;
- 2.5 CITY will ensure that the Project is cleared of obstructions which could damage COUNTY equipment during construction; and
- 2.6 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. PROCEDURES DURING PROJECT

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

6. 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.

7. 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.

8. EFFECTIVE DATE

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

9. 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 May 31, 2025, 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

Tim O'Hare
County Judge

Date: _____



Authorized City Official

Date: 3/28/24

Commissioner, Precinct 2
Alisa Simmons

Date: _____

Attest:

Attest:

APPROVED AS TO FORM*

APPROVED AS TO FORM

Criminal District Attorney's Office*



Staff Attorney

Date: _____

Date: 5/28/24

*By law, the Criminal 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).