

THE STATE OF TEXAS

INTERLOCAL AGREEMENT

COUNTY OF TARRANT

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

WHEREAS, the CITY is requesting the COUNTY'S assistance from time-to-time, with the placement and installation of driveway culverts within the CITY.

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

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 individual culvert installations on an as-needed basis. The COUNTY will provide, at the CITY's expense and with the CITY's approval, the required culvert pipe and minimum flex base overlay for each installation.

Culvert installations and applications of flex-base are for installations within CITY right-of-way only.

2. CITY RESPONSIBILITY

- 2.1 CITY will contact the Tarrant County Transportation Services Department when the CITY has driveway culvert installation for which it desires the COUNTY's assistance. The CITY will provide the COUNTY with the address location of the proposed culvert installation.
- 2.2 Prior to the county providing the CITY with assistance, the CITY will determine the appropriate location of the culvert installation and insure that each location is marked with two stakes for a minimum of 16 feet but not to exceed 48 feet wide. If there is more than one installation per property, the CITY will insure that there is a minimum of four feet between each installation. In all cases the CITY will clearly mark the CITY's right-of-way with stakes within which the culvert installation is to be performed. If the COUNTY must re-stake the location, the CITY will reimburse the COUNTY its costs.
- 2.3 Once the COUNTY receives notification from the CITY of a proposed installation, the COUNTY will inspect the location to determine the size of pipe required as well as any other proposed materials needed for the installation. The COUNTY will then notify the CITY with the proposed costs of the required culvert pipe and additional materials, if recommended. If the CITY desires the COUNTY to proceed with the installation, then the CITY must first deliver a check to the Tarrant County Transportation Services Department issued by the CITY and made payable to Tarrant County, Texas in the amount of the COUNTY's price for the materials needed.
- 2.4 Upon receipt of payment the COUNTY will proceed with the installation.
- 2.5 The COUNTY's work may result in a culvert at a lower elevation than the surrounding ditch, which can impact water flow. The CITY is responsible for performing any necessary work in or to the ditch to ensure that water flows properly following the COUNTY's work. The COUNTY will perform no work in the ditch other than the installation of the culvert.

3. PROCEDURES DURING PROJECT

If the CITY has a complaint regarding the installation of a culvert and application of overlay under this Agreement, the CITY must complain in writing to the COUNTY no later than 30 days of the date of installation completion. Upon expiration of 30 days after installation, the CITY will be solely responsible for maintenance and repairs of the culvert pipe and overlay.

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 particular 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 The initial term of this Agreement is until September 30, 2021. 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 30-days written notice of termination. In the event of termination by either party, neither party shall have any obligations to the other party under this Agreement, except that the CITY is still liable for payment to the COUNTY for any outstanding invoice for the Project.

TARRANT COUNTY, TEXAS

CITY OF PELICAN BAY

COUNTY JUDGE

Authorized City Official

Date: _____

Date: _____

COMMISSIONER, PRECINCT FOUR
J.D. JOHNSON

Attest:

Attest:

APPROVED AS TO FORM*

APPROVED AS TO FORM AND LEGALITY

Criminal District Attorney's Office*

Assistant City Attorney

* 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.