

THE STATE OF TEXAS

INTERLOCAL AGREEMENT

COUNTY OF TARRANT

This Interlocal Agreement is between **Tarrant County, Texas** ("COUNTY"), and the **Birdville Independent School District** ("I.S.D.").

WHEREAS, the I.S.D. is requesting the COUNTY'S assistance in the seal coating of the Plaza Building Parking lot; all being located within the I.S.D. (collectively referred to as the "**Project**").

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 I.S.D. Council of the I.S.D. 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 I.S.D. 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 I.S.D. agree as follows:

TERMS AND CONDITIONS

1. COUNTY RESPONSIBILITY

- 1.2 The project consists of the Seal Coat of the Plaza Building parking lot; being approximately 1,097,000 square feet. Apply asphalt penetrating chip surface treatment.
- 1.3 In addition, the COUNTY agrees to do minor pothole patching at the Plaza Building Parking lot.

2. I.S.D. RESPONSIBILITY

- 2.1 I.S.D. will furnish all materials for the Project and pay trucking charges.
- 2.2 I.S.D. will furnish a site for dumping waste in close proximity to job site for materials generated during this project.
- 2.3 I.S.D. will provide a porta toilet.
- 2.4 I.S.D. will furnish water and water meter if required, for construction or reconstruction projects.
- 2.5 I.S.D. will furnish all rights of way, plan specifications and engineering drawings.
- 2.6 I.S.D. will furnish and maintain necessary traffic controls including Type A barricades to redirect traffic flow to alternate lanes during the construction phase of the project; and
- 2.7 The I.S.D. will furnish labor and equipment to do locates in the project work zone and assist COUNTY equipment operators during the excavation to ensure obstacles such as utilities, valve boxes, manhole covers, and curbs are not damaged.
- 2.8 I.S.D. 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.
- 2.9 I.S.D. will provide the labor and equipment if hand excavation is required.
- 2.10 I.S.D. will provide temporary driving lane markings.
- 2.11 If a Storm Water Pollution Prevention Plan is required, the I.S.D. will be responsible for the design and development of the Plan. I.S.D. will pay for all cost (including subcontractor materials, labor, and equipment) associated with the implementation and maintenance of the Plan.
- 2.12 I.S.D. will provide a location for the County to park their heavy equipment near the job site; and
- 2.13 I.S.D. will provide any soil lab testing and/or material testing needed for the project.
- 2.14 I.S.D. will reimburse the COUNTY for actual cost of any overtime hours the I.S.D. requests the COUNTY to provide watering the roadway for dust control after regular work hours.

3. PROCEDURES DURING PROJECT

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

If the I.S.D. has a complaint regarding the construction of the project, the I.S.D. 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 I.S.D. will be solely responsible for maintenance and repairs of the entire 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 I.S.D. rights under a legal theory of sovereign immunity.

5. OPTIONAL SERVICES

- 5.1 If requested by the I.S.D., the COUNTY will apply permanent striping coordinated through the Transportation Department to that part of the Project described in 1.2

above. Application of striping by the COUNTY is limited to those Projects. If the I.S.D. desires permanent striping applied to any roadways or portions of roadways not covered by this Agreement, the I.S.D. will need to enter into a separate agreement with the COUNTY for the provision of those services or contact a private vendor.

- 5.2 If necessary, the I.S.D. will furnish flag persons.
- 5.3 If required, the I.S.D. 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 the I.S.D., the COUNTY will be responsible for the implementation and maintenance of the Plan during the duration of the Project.

6. TIME PERIOD FOR COMPLETION

The I.S.D. 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

This contract shall not be interpreted to inure to the benefit of a third party not a party to this contract. This contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by 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. TERMINATION OF AGREEMENT

The initial term of this Agreement is until September 30, 2022 and will automatically renew for one year thereafter unless 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 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 I.S.D. is still liable for payment to the COUNTY for any outstanding invoice for the Project.

TARRANT COUNTY, TEXAS

Birdville I.S.D.

COUNTY JUDGE

Authorized I.S.D. 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 I.S.D. 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.