

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 in the asphalt overlay of Swan Court, Partridge Court, and Dawn Drive North; all being located within the CITY (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 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 the project.

The project consists of the asphalt overlay of Swan Court, Partridge Court, and Dawn Drive; being approximately 55,000 square feet. Apply 2" Type D hot mix asphaltic concrete pavement surface.

2. CITY RESPONSIBILITY

- 2.1 CITY will furnish all materials for the Project and pay trucking charges.
- 2.2 CITY will furnish a site for dumping waste in close proximity to job site for materials generated during this project.
- 2.3 CITY will furnish water and water meter if required, for construction or reconstruction projects.
- 2.4 CITY will furnish all rights of way, plan specifications and engineering drawings.
- 2.5 CITY 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
- 2.6 The CITY 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.
- 2.7 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 provide the labor and equipment if hand excavation is required.
- 2.9 CITY will provide temporary driving lane markings.
- 2.10 If a Storm Water Pollution Prevention Plan is required, the CITY will be responsible for the design and development of the Plan. CITY will pay for all cost (including subcontractor materials, labor, and equipment) associated with the implementation and maintenance of the Plan.
- 2.11 CITY will provide a location for the County to park their heavy equipment near the job site; and
- 2.12 CITY will provide any soil lab testing and/or material testing needed for the project.
- 2.13 CITY will reimburse the COUNTY for actual cost of any overtime hours the CITY 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 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 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 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, 2023. 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*
LEGALITY

APPROVED AS TO FORM AND

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.