

THE STATE OF TEXAS

INTERLOCAL AGREEMENT

COUNTY OF TARRANT

This Interlocal Agreement is between Tarrant County, Texas, and the City of Haltom City.

WHEREAS the CITY is requesting the COUNTY'S assistance in the reconstruction and asphalt overlay of Old Denton Road identified herein, all located within the CITY; 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 Commissioner's Court of the COUNTY and the City 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 cost fairly compensates both parties to this Agreement; and
- D The CITY and the COUNTY have their representative to sign this Agreement; and
- E Both parties acknowledge that they are each a "government entity" and not a "business entity" as those terms are defined in the Texas Government Code Section 2252.908, and therefore no disclosure of interested parties pursuant to Texas Government Code Section 2252.908 is required.

NOW THEREFORE, the COUNTY and the CITY agree as follows:

TERMS AND CONDITIONS

COUNTY RESPONSIBILITY

RECONSTRUCTIONS: COUNTY will mill and remove excess materials, the COUNTY will reclaim to a depth of 10", cement stabilize the exposed subgrade, regrade, shape, and prime the stabilized roadbed, place 4" of asphalt type B binder and place two inches of Type D hot mix asphaltic concrete pavement surface, backfill the pavement edges. Clean the project of excessive spoil material on the streets listed in reconstruction section below:

- 1.1 The project consists of the reconstruction and asphalt overlay of Old Denton Road; being approximately 114,200 square feet.

- 1.2 COUNTY will supply traffic control on some projects depending on the degree of control needed. COUNTY may opt to have the CITY supply all traffic control to include set up and maintenance of the traffic controls during work on certain roadways listed in the project. This would include any and all devices needed for necessary traffic control. Advanced notice would be given in this circumstance. CITY would supply P/O for the traffic control in advance to the project start date. Traffic control P/O shall include coverage for portable message boards to be utilized at County discretion OR City's request. Message Boards will be placed in advance of project start date for public notification of future construction.
- 1.3 COUNTY will call (811) for locates as required by law prior to any project start date.
- 1.4 COUNTY will give adequate notice prior to start of any project. One-month prior notice is preferred, however there may be circumstances where that must be cut short to two weeks. If that date is unacceptable with to either party, COUNTY will move to a different project and could possibly delay the planned date of certain CITY projects.

2. CITY RESPONSIBILITY

- 2.1 CITY will furnish (pay for) all materials needed for the Project and pay trucking charges. CITY will provide a Purchase Order (PO) number for each vendor prior to scheduling any project. That P/O number will be utilized by the COUNTY to receive needed supplies or services from the appropriate vendor. The vendor may be a CITY contracted vendor or a COUNTY contracted vendor as long as there is an issued P/O in hand. CITY will supply County with all necessary contact information for that vendor.
- 2.2 CITY will provide a site for dumping all waste/spoil material within close proximity of the job site for material generated during the project.
- 2.3 CITY will furnish all rights of way, plan specifications and engineered drawings if those are needed or requested.
- 2.4 CITY will be responsible for and provide any soil cores, and any testing if this is required by the CITY.
- 2.5 CITY will provide temporary driving lane markings.
- 2.6 If a Storm Water Pollution Prevention Plan is required, the CITY is responsible for the design and development of the plan. CITY will pay for any and all cost associated with the implementation and maintenance of the plan.
- 2.7 CITY will provide water and meter if necessary for the project.
- 2.8 CITY will notify and get clearance from other CITY utility departments and franchise utilities (including Atmos Energy) prior to entering into agreement. If any of the utilities are shallow and must be relocated, the CITY shall confirm the relocation is complete prior to scheduling construction.

3. PROCEDURES DURING PROJECT

- a. COUNTY retains the right to inspect and reject all materials provided for this project.
- b. The CITY retains the right to inspect and reject areas of suspected poor quality or workmanship.
- c. If the CITY has a complaint regarding the construction of the project, the CITY must make the complaint in writing to the COUNTY no later than 30 days of the date of the project completion. If the complaint is found credible, the COUNTY will make the repair and bear the cost of the repair. COUNTY will make said repair as soon as reasonably possible.
- d. Upon expiration of 30 days after the project completion, the CITY will be solely responsible maintenance and repairs of the entire project.

4. NO WAIVER OF IMMUNITY

This agreement does not waive County rights under the legal theory of sovereign immunity. This agreement does not waive CITY rights under a legal theory of sovereign immunity.

5. OPTIONAL SERVICES

- a. If requested by the CITY, the COUNTY will apply permanent striping coordinated through the Tarrant County, Transportation Department to that part or specific parts of the project described above. Application of the striping by the COUNTY is limited to projects list within. If the CITY desires permanent striping be applied to any roadway or portions of roadways not covered by this Agreement, the CITY will need to enter into a separate agreement with the Tarrant County Transportation Department for the provision of services.

6. TIME PERIOD FOR COMPLETION

The CITY will give COUNTY notice to proceed at the appropriate time. The COUNTY is however under no duty to commence work at any particular time.

7. THIRD PARTY

This contract may not be interpreted to inure to the benefit of a third party who is 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, 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 for this Agreement is one year from date it is signed by all parties and will automatically renew for a term of one year thereafter unless terminated by either party in writing. This Agreement will terminate automatically upon final completion of all work contemplated herein, however, either party may terminate this Agreement at any time either before the before the expiration of the initial term or after 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 obligations to the other party under this Agreement, except the CITY is still liable for payment to the COUNTY for any outstanding invoice for the Project.

TARRANT COUNTY, TEXAS

CITY OF HALTOM CITY

COUNTY JUDGE

Date: _____

CITY MANAGER

Date: _____

Recommended for Approval:

COMISSIONER, PCT #4
J.D. JOHNSON

Attest:

Director of Transportation and Public Works

Attest:

Approval as to form*

City Secretary

Criminal District Attorney's Office*

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.

Contract Compliance Manager:

By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract for the City, including ensuring all performance and reporting requirements.

Name of Employee / Signature

Title