

## THE STATE OF TEXAS

### INTERLOCAL AGREEMENT

## COUNTY OF TARRANT

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

WHEREAS, the CITY is requesting the COUNTY's assistance with a two-inch asphalt overlay of Eden Road S. from Mansfield Cardinal Road to Kennedale Parkway, at a width of 22 feet and a length of approximately 2000 feet (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 overlay will consist of the following:

- 1.1 Apply asphalt emulsion prime coat;
- 1.2 Place and compact two (2) inches of Type D Hot Mix Asphalt Concrete; and
- 1.3 Construct flex base shoulders on each side of the roadway.

## **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 near the job site for materials generated during this Project;
- 2.3 CITY will furnish all rights of way, plan specifications and engineering drawings;
- 2.4 CITY will furnish necessary traffic controls including Type A barricades to redirect traffic flow to alternate lanes during the construction phase of the Project;
- 2.5 CITY will provide temporary driving lane markings;
- 2.6 CITY will ensure that the Project is cleared of obstructions which could damage COUNTY equipment during construction;
- 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 a stockpile site for materials used for this Project;
- 2.9 CITY will provide a location for the County to park their heavy equipment near the job site; and
- 2.10 CITY will provide any soil lab testing and/or material testing needed for 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. OPTIONAL SERVICES**

- 5.1 If requested by the CITY, the COUNTY will apply permanent striping coordinated through the Transportation Department. Application of striping by the COUNTY is limited to Project roadways. If the CITY desires permanent striping applied to any roadways or portions of roadways not covered by this Agreement, the CITY will need to enter into a separate agreement with the COUNTY for the provision of those services;
- 5.2 If necessary, the CITY will furnish traffic control personnel; and
- 5.3 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 costs (including subcontractor materials, labor and equipment) associated with the implementation and maintenance of the Plan during the duration of the Project.

#### **6. 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.

#### **7. 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.

#### **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

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 December 31, 2023, 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 KENNEDALE**

\_\_\_\_\_  
COUNTY JUDGE

\_\_\_\_\_  
Authorized City Official

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
COMMISSIONER, PRECINCT 2  
Devan Allen

Date: \_\_\_\_\_

Attest:

Attest:

\_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM\*

APPROVED AS TO FORM

\_\_\_\_\_  
Criminal District Attorney's Office\*

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\*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).