

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 to:

- **Full Depth Reclamation of the parking lot at W.T. Francisco Elementary;** located within the I.S.D. (Reclaim approximately 29,759 square feet)

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. Board 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. **Compliance with Laws.** In providing the services required by this Agreement, I.S.D. must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Vendor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.
- e. The ISD and the COUNTY have authorized their representative to sign this Agreement; and

Collectively, hereinafter referred to as the "**Project**"

NOW, THEREFORE, the COUNTY and the I.S.D agree as follows:

TERMS AND CONDITIONS

1. COUNTY RESPONSIBILITY

The COUNTY will furnish the labor and equipment to assist the I.S.D in completing the Project:

W.T. Francisco Elementary Parking lot: COUNTY will mill and remove excess materials, the COUNTY will reclaim and stabilize the exposed subgrade, regrade, shape, and prime the stabilized roadbed, place two inches of asphalt surface (type D), clean the project of excessive spoil materials.

2. I.S.D RESPONSIBILITY

The I.S.D will furnish and pay for the actual cost of the materials, including any delivery or freight cost, for the Project. The I.S.D will provide the COUNTY with a purchase order and will be billed directly by the material supplier. The COUNTY may accumulate and bill the I.S.D for incidental material cost.

- 2.2 The I.S.D will be responsible for all traffic control necessary to safely construct the project. This responsibility includes all advance notices, signage, barricades, pilot vehicles, and flagmen necessary to control traffic in and around the construction site. The I.S.D will be responsible for and will provide portable message boards to supplement traffic control as needed. I.S.D will supply purchase orders for I.S.D vendors prior to start date.
- 2.3 The I.S.D will adjust all utilities, manholes and valve boxes necessary to construct any and all parts of this Project.
- 2.4 The I.S.D will provide the COUNTY with a hydrant meter and all water necessary for construction of any and all parts of the Project at no cost to the COUNTY as needed.
- 2.5 The I.S.D will furnish all rights of way, plan specifications, engineering drawings, survey, and laboratory testing if required by I.S.D for construction of any and all parts of this Project.
- 2.6 I.S.D. will notify and get clearance from other I.S.D 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 I.S.D shall confirm the relocation is complete prior to scheduling the project.

- 2.7 The I.S.D will furnish a dump site within close proximity to the Project for the COUNTY to dump all spoils and waste materials generated during construction of this Project.
- 2.8 Tree clearing/trimming: I.S.D should verify not just overhead trimming but brush clearing in advance.
- 2.9 If a Storm Water Pollution Prevention Plan ("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.
- 2.10 I.S.D. agrees to pay a flat rate of \$100.00 per day to cover the COUNTY's cost of equipment and man-hours.

3. PROCEDURES DURING PROJECT

The 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. If the complaint is found credible, the COUNTY will make said repair and bear the cost of the repair. COUNTY will make said repair as soon as reasonably possible.

- 3.1 Upon expiration of 30 days after the project completion, the I.S.D will be solely responsible for the 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 or governmental immunity.

5. OPTIONAL SERVICES

- 5.1 If requested by the I.S.D, the COUNTY will apply permanent striping coordinated through the Transportation Department. Application of striping by the COUNTY is limited to Project roadways. 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.

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. There is no deadline for completion of the Project.

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

This Agreement will automatically terminate on December 31, 2023, or on the date the project is completed, whichever occurs first. Notwithstanding the foregoing, or any other language to the contrary, either party may terminate this Agreement without cause upon thirty (30) days' written notice to the other party prior to the intended date of termination. In the event of termination by either party, neither party shall have any further obligations to the other party under this Agreement, except that the I.S.D remains liable to the COUNTY for any outstanding invoice for materials that the COUNTY provides for the project, if any.

This Agreement may be renewed prior to its expiration upon the mutual written consent of the parties.

11. DISCLOSURE

The I.S.D acknowledges that it is 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.

TARRANT COUNTY, TEXAS

Birdville I.S.D.

Tim O'Hare
COUNTY JUDGE

Authorized I.S.D. Officer

Date: _____

Date: _____

Manny Ramirez
COMMISSIONER, PRECINCT 4

Date: _____

Attest:

Attest:

APPROVED AS TO FORM*

APPROVED AS TO FORM AND LEGALITY

Criminal District Attorney's Office*

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.