

**THE STATE OF TEXAS**

**INTERLOCAL AGREEMENT**

**COUNTY OF TARRANT**

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

WHEREAS, the CITY is requesting the COUNTY's assistance applying permanent roadway striping on the following streets (the "Project"), located within the CITY:

- West Arkansas Lane – from Bowen Road to "The Montessori" entrance

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; and
- e. The COUNTY and CITY 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, equipment and materials to assist the CITY in completing the Project.

The COUNTY will use waterborne acrylic traffic paint that complies with current Texas Department of Transportation specifications.

The COUNTY will apply the striping during the hours of 8:30 AM to 2:30 PM, Monday to Friday.

**2. CITY RESPONSIBILITY**

The CITY will pay the COUNTY for the cost of paint materials in an amount not to exceed \$4,500. The actual cost to the CITY will be determined upon completion of the Project.

The CITY will provide striping documentation if there are no markings present or no longer visible, and if passing lanes or ANY deviation from the original striping is requested.

The CITY will provide a staging area if needed, and personnel to provide flagging and/or traffic control assistance as necessary.

The CITY will ensure prior to striping that the roadway surface is clean and serviceable for application of paint, and that temporary tabs and construction markings are removed.

The CITY will notify adjacent property owners of the schedule for striping services provided by the COUNTY. The CITY agrees that the CITY will be responsible for damages to adjacent property.

The CITY will pay COUNTY the invoiced amount for all striping, signs and incidental materials, upon completion of the Project.

**3. PROCEDURES DURING PROJECT**

If the CITY has a complaint regarding the COUNTY's performance of the Project, the CITY must complain in writing to the COUNTY no later than 30 days of the date of Project completion.

**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**

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.

**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**

This Agreement will automatically terminate upon completion of the Project or December 30, 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 DALWORTHINGTON GARDENS**

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

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

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

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

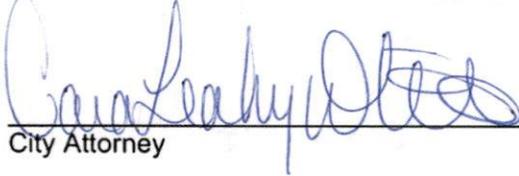
Recommended for Approval:

\_\_\_\_\_  
COMMISSIONER, PRECINCT 2

APPROVED AS TO FORM\*

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

APPROVED AS TO FORM AND LEGALITY

  
\_\_\_\_\_  
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.

## NOTICE TO PROCEED

The City of Dalworthington Gardens hereby notifies Tarrant County that the County may proceed with this project, as specified in the attached Agreement, on or after

7/17/23

(Month/Date/Year)

*Laurie Bianco*

Authorized City Official  
City of Dalworthington Gardens

Striping for:

- West Arkansas Lane – from Bowen road to "The Montessori" entrance