

THE STATE OF TEXAS

INTERLOCAL AGREEMENT

COUNTY OF TARRANT

This Interlocal Agreement is between Tarrant County, Texas (“COUNTY”), and the Town of Pantego (“TOWN”).

WHEREAS, the TOWN is requesting the COUNTY’s assistance with the reconstruction of Arrowhead Drive from W. Park Row to the cul-d-sac, at a width of 24 feet and a length of approximately 1900 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 Town Council of the TOWN 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 TOWN 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 TOWN agree as follows:

TERMS AND CONDITIONS

1. COUNTY RESPONSIBILITY

The COUNTY will furnish the labor and equipment to assist the TOWN in completing the Project. The construction will consist of the following:

- 1.1 Pulverize/Reclaim existing Hot Mix into subgrade.
- 1.2 Excavate and/or relocate excess material.

- 1.3 Stabilize and compact sub-grade at a depth of ten (10) inches using Lime and/or Cement Slurry products according to TOWN specifications.
- 1.4 Apply asphalt emulsion prime coat.
- 1.5 Place and compact four (4) inches of Type B Hot Mix Asphalt Concrete.
- 1.6 Place and compact two (2) inches of Type D Hot Mix Asphalt Concrete.

2. TOWN RESPONSIBILITY

- 2.1 TOWN will furnish all materials for the Project and pay trucking charges.
- 2.2 TOWN will furnish a site for dumping waste near job site for materials generated during this Project.
- 2.3 TOWN will furnish all rights of way, plan specifications and engineering drawings.
- 2.4 TOWN will furnish necessary traffic controls including barricades to redirect traffic flow to alternate lanes during the construction phase of the Project.
- 2.5 TOWN will provide temporary pavement markings.
- 2.6 TOWN will ensure that the Project is cleared of obstructions which could damage COUNTY equipment during construction.
- 2.7 TOWN 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 TOWN will provide any soil lab testing needed for the Project.
- 2.9 TOWN will provide a location for the COUNTY to park their heavy equipment near the job site.
- 2.10 TOWN will provide a stockpile site for materials used for this Project.

3. PROCEDURES DURING PROJECT

COUNTY retains the right to inspect and reject all materials provided for this Project. The TOWN will provide quality assurance inspection for the Project. If the TOWN has a complaint regarding the construction of the Project, the TOWN 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 TOWN 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 TOWN rights under a legal theory of sovereign immunity.

5. OPTIONAL SERVICES

- 5.1 If requested by the TOWN, the COUNTY will apply permanent striping coordinated through the Transportation Department. Application of striping by the COUNTY is limited to Project roadways. If the TOWN desires permanent striping applied to any roadways or portions of roadways not covered by this Agreement, the TOWN will need to enter into a separate agreement with the COUNTY for the provision of those services.

- 5.2 If necessary, TOWN will furnish traffic control/flag personnel.
- 5.3 If a Storm Water Pollution Prevention Plan (SWPPP) is required, the TOWN will be responsible for the design and development of the Plan. TOWN 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 TOWN 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 October 31, 2024, whichever date occurs first. This Agreement may be renewed prior to its expiration upon the mutual consent of the parties in writing.

11. COST

Transportation will provide a separate Interlocal Agreement to encumber the discretionary bond funds.

TARRANT COUNTY, TEXAS

TOWN OF PANTEGO

COUNTY JUDGE

Authorized TOWN Official

Date: _____

Date: _____

COMMISSIONER, PRECINCT 2
Alisa Simmons

Attest:

Attest:

APPROVED AS TO FORM*

APPROVED AS TO FORM AND LEGALITY

Criminal District Attorney's Office*

TOWN 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.

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