

THE STATE OF TEXAS

COUNTY OF TARRANT

INTERLOCAL AGREEMENT

FOR THE

RECONSTRUCTION OF WICHITA STREET

WITHIN THE CITY OF EVERMAN, TEXAS

This Agreement is between Tarrant County, Texas ("COUNTY") acting by and through its duly authorized County Commissioner Court, and the City of Everman, Texas ("CITY") acting through its duly authorized City Manager.

WHEREAS, the CITY is requesting the COUNTY's assistance with the reconstruction of Wichita Street within the City of Everman, TX:

- Reconstruction of Wichita Street from Bell Street to Enon Avenue, being approximately 8,650 square yards, to apply two inches of Type D Asphalt, 2 inches of Type B Asphalt and 8 inches in depth Stabilization.

WHEREAS, the CITY is requesting the COUNTY's assistance with the reconstruction of Wichita Street located within the City of Everman, TX:

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

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 representatives to sign this Agreement.

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:

2. CITY RESPONSIBILITY

- 2.1 The CITY will be responsible for the milling and removal of all spoils and excess materials on all streets identified within the scope of the project. The CITY will ensure that the milled mat will be debris free and defect free prior to paving.
- 2.2 The CITY will furnish and pay for the actual cost of the materials, including any delivery or freight cost, for the Project. The CITY will provide the COUNTY with a purchase order and will be billed directly by the material supplier. The COUNTY may accumulate and bill the CITY for incidental material cost.
- 2.3 The CITY 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 CITY will be responsible for and will provide portable message boards to supplement traffic control as needed
- 2.4 The CITY will supply the COUNTY with a purchase order for the appropriate Traffic control vendor to cover project need prior to mobilization of any equipment.

2.5 The CITY will be responsible for providing or reimbursing the COUNTY for all temporary and/or permanent striping required for the project.

2.6 The CITY will be responsible to provide the milling and removal of excess road base materials for the project.

2.7 The CITY will reimburse the COUNTY for actual cost of any overtime hours the CITY requires the COUNTY to provide watering the roadway for dust control after regular work hours.

2.8 The CITY will adjust all utilities, manholes and valve boxes necessary to construct all parts of this Project.

2.9 The CITY will provide the COUNTY with a hydrant meter and all water necessary for construction of the Project at no cost to the COUNTY.

2.10 The CITY will furnish all rights of way, plan specifications, engineering drawings, survey, and laboratory testing required for construction of any and all parts of this Project.

2.11 CITY will notify and get clearance from other CITY utility departments and franchise utilities 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 the project.

2.12 The CITY 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 as needed.

2.13 The CITY shall remove or trim any overhanging limbs or brush that may interfere with COUNTY equipment or progress prior to the start of the project.

2.14 If a Storm Water Pollution Prevention Plan ("Plan") is required, the CITY will be responsible for the design and development of the Plan. CITY will pay for all cost (including subcontractor materials, labor and equipment) associated with the implementation and maintenance of the Plan.

2.15 CITY will provide a porta toilet, when requested by the COUNTY.

Compliance with Laws. In providing the services required by this Agreement, City 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. City shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

3. PROCEDURES DURING PROJECT

- 3.1 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. If the complaint is found credible, the COUNTY will make said repair(s) and bear the cost of the repair. COUNTY will make said repair(s) as soon as reasonably possible.
- 3.2 Upon expiration of 30 days after the project completion, the CITY 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 CITY rights under a legal theory of sovereign or governmental immunity.

5. OPTIONAL SERVICES

- 5.1 If mutually agreed by the CITY and the COUNTY, the COUNTY will provide traffic control required for the Project. This responsibility includes all signage, barricades, pilot vehicles, and flagmen necessary to control traffic in and around the construction site with the exception of any portable changeable message boards which will be supplied by the CITY. Traffic control measures provided by the COUNTY will be billed at the actual labor cost plus 10% for use of the COUNTY traffic control devices.
- 5.2 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.

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 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, 2025, 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 CITY 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 CITY 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

Tim O'Hare
COUNTY JUDGE

Date: _____

RODERICK MILES JR.
COMMISSIONER, PRECINCT 1

Date: _____

CITY OF EVERMAN, TX

Ray Richardson
Mayor

Date: _____

CRAIG W. SPENCER - EMC
CITY MANAGER

Date: _____

Attest: _____

Date: _____

APPROVED AS TO FORM*

Craig Price

Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only Approve contracts for its clients. We reviewed this document for our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract Review from independent counsel.