

THE STATE OF TEXAS
COUNTY OF TARRANT

INTERLOCAL AGREEMENT
FOR
THE OVERLAY OF VARIOUS STREETS
WITHIN THE CITY OF BENBROOK

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

WHEREAS, the Interlocal Cooperation Act, (Texas Government Code Section 791.001 et seq.) provides legal authority for this Agreement; and

WHEREAS, the CITY is requesting the COUNTY's assistance with the reconstruction and overlay of various streets within the City of Benbrook:

- Placement of a two inch (2") overlay on Chapin Road from Van Deman to 820 Service Road, approximately 52,000 square Feet.
- Placement of a two inch (2") overlay on Mercedes Street from Dead End to Hwy 377, approximately 277,200 square feet.
- Placement of a two inch (2") overlay on Briar Run from Briar Creek to Trammel approximately 35,820 square feet.
- Placement of a two inch (2") overlay on Meadow Hill Drive from Haywood to Locksley, approximately 40,620 square feet.
- Placement of a two inch (2") overlay on Rhineland Road from Westpark to Dead End approximately 35,400 square feet.
- Placement of a two inch (2") overlay on Timberline Court from Timberline to Dead End approximately 10,020 square feet.
- Placement of a two inch (2") overlay on Kincaid Drive from Carman to Pecan Lane approximately 32,100 square feet.
- Placement of a two inch (2") overlay on Mulberry Drive from Timbercreek to S. Shady River Ct. approximately 37,920 square feet.
- Placement of a two inch (2") overlay on Windward Road from Thornhill to Dead End approximately 21,630 square feet.
- Placement of a two inch (2") overlay on Timbercreek Road from Bridge to Timberline approximately 68,280 square feet.
- Placement of a two inch (2") overlay on Oak Court from Tobie Layne to Dead End approximately 4,200 square feet.

- Placement of a two inch (2") overlay on Stevens Drive from Rogers to City Limits approximately 22,360 square feet.
- Placement of a two inch (2") overlay on Childers Avenue from John Reagan to Darnell approximately 21,960 square feet.

Collectively referred to as the "Project"; and

WHEREAS, during the performance of the governmental functions and the payment for the performance of those governmental functions 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 interest 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 COUNTY have authorized their representative to sign this Agreement.

NOW, THEREFORE, the County and City agree as follows:

TERMS AND CONDITIONS

1. COUNTY RESPONSIBILITY

- 1.1. COUNTY will furnish the labor and equipment for the placement of a two inch (2") overlay of HMAC on approximately 659,510 square feet of roadway located in the CITY OF BENBROOK.

2. CITY RESPONSIBILITY

With respect to each part of the Project:

- 2.1 The CITY will furnish and pay for all materials, including trucking costs, for the Project.
- 2.2 The CITY will furnish all rights-of-way and plan specifications. The CITY will also furnish all engineering drawings, if necessary, which will include required drainage grades and American with Disabilities Act approved entrances, if required. The CITY will pay for drainage culverts, if needed, for any part of the Project.

- 2.3 CITY will furnish necessary traffic controls including Type A barricades to redirect traffic flow to alternate lanes during the construction phase of the Project; and
- 2.4 CITY will provide temporary driving lane markings.
- 2.5 CITY will ensure that the Project is cleared of obstructions which could damage COUNTY equipment during construction; and
- 2.6 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.
- 2.7 CITY will furnish a site for dumping waste in close proximity to the job site for materials generated during this Project.
- 2.8 If a Storm Water Pollution Prevention Plan is required, the CITY will be responsible for the design, development, implementation and maintenance of the Plan for the duration of each part of the Project. The COUNTY will inform the CITY if the Plan needs maintenance during construction.
- 2.9 The CITY is responsible for the scheduling and milling cost required for the PROJECT.

3. PROCEDURES DURING PROJECT

- 3.1 The COUNTY retains the right to inspect and reject all materials the CITY provides for the Project.
- 3.2 If the CITY has a complaint regarding the construction of any part of the Project, the CITY must complain in writing to the COUNTY no later than thirty (30) days from the date of completion of that particular portion of the Project. Upon expiration of thirty (30) days after completion of a particular portion of the Project, the CITY will be responsible for all maintenance and repairs of that street. The reference to a "portion of the Project" as used in this Agreement refers to an individual street identified on the attached exhibit.

4. NO WAIVER OF IMMUNITY

This Agreement does not waive the COUNTY's rights under a legal theory of sovereign immunity. This Agreement does not waive the CITY's right 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 COUNTY will furnish flag persons.

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. The COUNTY will provide the CITY with notice of the date of completion of the Project.

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

The initial term of this Agreement is until October 1, 2020 and will automatically renew for a like term thereafter until (1) the Project is completed or (2) the Agreement is terminated by either party in writing. Either party may terminate this Agreement at any time—either before the expiration of the initial term or after the renewal of any term thereafter—by providing the other party with thirty (30) days written notice 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 the CITY OF

BENBROOK remains liable for payment to the COUNTY for any outstanding invoice for materials that the COUNTY provides for the Project, if any.

SIGNED AND EXECUTED this _____ day of _____, 2019

**COUNTY OF TARRANT
STATE OF TEXAS**

CITY OF BENBROOK

County Judge

Jerry Dittrich, Mayor

Date: _____

Date: _____

Commissioner, Precinct 1
Roy Charles Brooks

Attest:

Attest:

Joanna King

APPROVED AS TO FORM

APPROVED AS TO FORM AND LEGALITY

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.