

THE STATE OF TEXAS

KNOW ALL BY THESE PRESENTS

COUNTY OF TARRANT

INTERLOCAL AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2009, by and between the County of Tarrant, acting herein by and through its governing body, the Commissioners Court, hereinafter referred to as COUNTY, and the City of Fort Worth, hereinafter referred to as CITY, both of Tarrant County, State of Texas, witnesseth:

WHEREAS, this Agreement is made under the authority of Sections 791.001-791.029, Texas Government Code; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the common interest of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, each governing body agrees to share in the cost of the services described below.

NOW THEREFORE, the COUNTY and CITY agree as follows:

1.

The COUNTY agrees to provide the labor and equipment necessary to provide for rehabilitation of the following roadways:

(a) Old Denton Road from Thompson Street to North Tarrant Parkway, approximately 1,667 lf. The work will include reclaiming and recycling the existing roadbed, 267 lf, removing excess roadbed materials, regrading using limestone flex base, incorporating cement stabilization, reshaping, placing a two-inch HMAC binder base and a two-inch HMAC surface, and backfilling the shoulders with recycled materials.

(b) Old Denton Road from Heritage Trace Parkway to 975 feet south of Shiver Road, approximately 4,578 lf. The work will include reclaiming and recycling the existing roadbed, removing excess roadbed materials, regrading using limestone flex base, incorporating cement stabilization, reshaping, placing a two-inch HMAC surface, and backfilling the shoulders with recycled materials.

2.

The CITY agrees, at its sole option, to either deliver to the COUNTY all of the materials necessary and required for the rehabilitation of the roads, as described in paragraph 1. of this agreement, or to pay for the actual cost of the materials as incurred by the COUNTY including any delivery or freight costs. The CITY will provide a purchase order and will be billed directly by the material supplier. The COUNTY may accumulate and bill the CITY for incidental material cost. The estimated cost of the materials for the rehabilitation of the roadways (described in 1.) is as follows:

(a) Old Denton Road from Thompson Street to North Tarrant Parkway – an amount not to exceed \$83,200.00, based on May 2009 vendor prices.

(b) Old Denton Road from Heritage Trace Parkway to 975 feet south of Shiver Road – an amount not to exceed \$216,500.00, based on May 2009 vendor prices.

(Estimates are based on current material prices and are subject to change)

3.

The CITY agrees to provide the water necessary for these projects and to waive the cost of the deposit for the hydrant meter.

The CITY is responsible for the adjustment of all manholes, valves and utilities.

The CITY is responsible to coordinate and disconnect any existing traffic signal loops and will be responsible for the replacement of all signal related devices if necessary.

The CITY agrees that if the CITY deems that removal of roadbed material is necessary, the CITY will contract with a milling sub-contractor to remove the material. The milling costs are not part of this contract and will be the responsibility of the CITY.

4.

The CITY agrees to pay for the cost of providing traffic control, and other incidentals and contingencies estimated in amounts not to exceed as follows:

Old Denton Road - \$13,400.00.

5.

The CITY agrees to the closing of the road for through traffic for the duration of the project, or as deemed necessary by the COUNTY.

6.

The CITY agrees that if a Storm Water Pollution Prevention Plan is required, the CITY will be responsible for the design/development of the Plan. The City will be responsible for the implementation and maintenance of the Plan during the duration of the

project. The CITY further agrees to pay for all costs associated with the implementation and maintenance of the Plan.

7.

The CITY agrees to notify the COUNTY within thirty days of the completion of a specific project of any complaint the CITY has with the project.

8.

Nothing in the performance of this Agreement shall impose any liability for claims against the COUNTY other than claims for which liability may be imposed by the Texas Tort Claims Act.

9.

Nothing in the performance of this Agreement shall impose any liability for claims against the CITY other than claims for which liability may be imposed by the Texas Tort Claims Act.

10.

Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint any party as an agent of any other party, for any purpose whatsoever.

11.

The parties to the Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

12.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

13.

This Agreement shall automatically terminate upon completion of the projects or one (1) year from the date of this agreement, whichever is first.

COUNTY OF TARRANT

B. Glen Whitley
County Judge

ATTEST:

Gary Fickes
Commissioner, Precinct 3

APPROVED AS TO FORM:

* Assistant District Attorney

CITY OF FORT WORTH

Fernando Costa
Assistant City Manager

ATTEST:

City Secretary

APPROVED AS TO FORM AND
LEGALITY

City Attorney

* By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).