

STATE OF TEXAS §
§ Interlocal Agreement
COUNTY OF TARRANT §

This agreement is entered into between Tarrant County, Texas, hereinafter referred to as COUNTY, and City of Southlake, hereinafter referred to as CITY, and collectively referred to as the parties, for the purpose of funding a needed transportation project within the boundaries of both parties which the Commissioners Court and the governing body of the CITY find serves a public purpose and the public welfare of the citizens of Tarrant County.

The COUNTY and the CITY make the following findings of fact:

1. This agreement is made pursuant to Chapter 791 of the Texas Government Code;
2. To the extent necessary the parties will use current revenues to pay obligations in this agreement;
3. The project benefits the public in that it is a needed transportation project;
4. The COUNTY and the CITY each has the legal authority to perform its obligations in this agreement; and
5. The division of costs provided in this agreement constitute adequate consideration to each party.
6. Both parties acknowledge they are each a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't. Code sect. 2252.908, and therefore, no disclosure of interested parties is required.

I.
PROJECT DESCRIPTION

This project will add right turn lanes at the intersections of F.M. 1709 at Byron Nelson Parkway and F.M. 1709 at Southridge Lakes Parkway.

II.
SCOPE OF SERVICES PROVIDED BY CITY

The services to be provided by the CITY shall include, but are not limited to, the following:

- A. All as-built total project costs including all construction cost, right of way acquisition, planning, engineering, surveying and governmental approval cost (collectively referred to as "Costs");
- B. Construction agreement administration, site review, permitting and inspection;
- C. Interagency cooperation;
- D. A monthly progress report documenting the percent complete for each major component of the project shall be provided to the COUNTY;
- E. CITY will notify the COUNTY on completion of the project.
- F. CITY will include the following language on all on-site public notice signage:

"This project is funded by the City of Southlake and the Tarrant County Commissioners Court through the 2006 Tarrant County Bond Program"

III. TERM

This agreement will conclude on September 30, 2023 unless terminated sooner per Section XI of this agreement or upon completion of the Project as determined by the County.

IV. COST

COUNTY agrees to reimburse CITY up to \$450,000.00 of its Costs for eligible expenses. Attachment A incorporated into this agreement by reference sets forth the funding schedule for this reimbursement. However, in the event that the schedule is delayed, the COUNTY is excused from paying until the successful completion of the scheduled phase of the project as reasonably determined by the COUNTY. Any reimbursement request from the CITY must include: A) a copy of the contractor's invoice; B) the contractor's progress report or a copy of the latest project schedule; C) a copy of the check or a certification letter or other documentation of the CITY's payment to the contractor.

CITY understands that CITY will be responsible for any other expenses incurred by CITY in performing the services under this agreement.

V. AGENCY-INDEPENDENT CONTRACTOR

Neither COUNTY nor any employee thereof is an agent of CITY and neither CITY nor any employee thereof is an agent of COUNTY. This agreement does not and shall

not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment by the other party.

CITY agrees that the COUNTY will have no right to control the manner or means of construction of the project.

VI. **ASSIGNMENT**

Neither party may assign, in whole nor in part, any interest it may have in this agreement without the prior written consent of the other party.

VII. **THIRD PARTY BENEFICIARY EXCLUDED**

No person other than a party to this agreement may bring a cause of action pursuant to this agreement as a third party beneficiary. This agreement may not be interpreted to waive the sovereign immunity of any party to this agreement to the extent such party may have immunity under Texas law.

VIII. **AUDIT OF RECORDS**

CITY's records regarding this project shall be subject to audit by the COUNTY during the term of this agreement and for two years after the completion of the project.

IX. **ENTIRE AGREEMENT**

This agreement represents the entire understanding of and between the parties and superseded all prior representations. This agreement may not be varied orally, but must be amended by written document of subsequent date duly executed by these parties. This agreement shall be governed by the laws of the State of Texas and venue for any action under this agreement shall be in the district courts of Tarrant County, Texas.

X. **SCHEDULING**

CITY agrees that the COUNTY retains control over the COUNTY funding disbursement schedule identified in Attachment A. COUNTY agrees to notify CITY of any changes to the funding disbursement schedule 30 days in advance. Such notification will be in the form of written correspondence delivered by regular mail.

XI.
TERMINATION

Until funded by the COUNTY as described in Paragraph IV this agreement may be terminated by either party by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. Any notice or other writing required by this agreement, shall be deemed given when personally delivered or mailed by certified or registered United States mail, return-receipt, postage prepaid, addressed as follows:

COUNTY:
County Administrator
Tarrant County
100 E Weatherford St
Fort Worth, Texas 76196

CITY:
City Manager
City of Southlake
1400 Main Street
Southlake, Texas 76092

APPROVED on this day the _____ day of _____, 20____, by
Tarrant County.

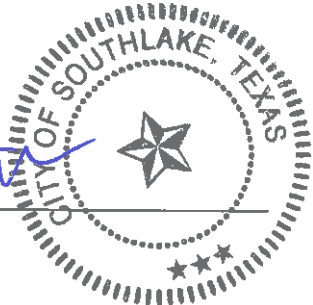
Commissioners Court Order No. _____.

**TARRANT COUNTY
STATE OF TEXAS**

County Judge

CITY

Signature



Commissioner – Precinct 3

CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF
\$_____.

Auditor's Office

APPROVED AS TO FORM:

Criminal District Attorney's Office*

***APPROVED AS TO FORM AND
CONTENT:***



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.

ATTACHMENT A

Project Information

City: City of Southlake
F.M. 1709 Intersection Improvements at Byron Nelson Pkwy.
Project Name: and Southridge Lakes Pkwy.

Proposed Project Schedule

	Start Date	Duration (mo)	End Date *
Design:	In progress	5	December 2021
ROW Acquisition:	-	-	-
Utility Relocation:	In progress	5	December 2021
Construction:	Feb-2022	6	Aug-2022

- * COUNTY payments by completed phase are contingent upon the COUNTY'S reasonable determination that the work regarding the Project phase for which payment is expected is successfully completed, as determined by the COUNTY.

Once Construction commences, COUNTY payment shall be made by fiscal quarter prorated over the life of the construction but contingent upon reasonable progress in construction as may be determined by the COUNTY.

Proposed County Payment by Phase

Design:	\$
ROW Acquisition:	\$
Utility Relocation:	\$
Construction:	\$450,000.00
County Funding	
Total:	\$450,000.00

Proposed County Payment by Calendar Quarter (SUBJECT TO CHANGE)

	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
2016	\$	\$	\$	\$
2017	\$	\$	\$	\$
2018	\$	\$	\$	\$
2019	\$	\$	\$	\$
2020	\$	\$	\$	\$
2021	\$	\$	\$	\$
2022	\$	\$225,000	\$225,000	\$
2023	\$	\$	\$	\$
2024	\$	\$	\$	\$
2025	\$	\$	\$	\$