

THE STATE OF TEXAS
COUNTY OF TARRANT

INTERLOCAL AGREEMENT

BACKGROUND

This Interlocal Agreement is between County of Tarrant ("COUNTY"), and the City of Grand Prairie ("CITY");

Sections 791.001 – 791.029 of the Texas Government Code provide legal authority for this Agreement;

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

The Commissioners Court of the COUNTY and the City Council of the CITY each find:

- 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.

The Parties therefore agree as follows:

TERMS AND CONDITIONS

1. COUNTY RESPONSIBILITY

COUNTY will upon completion of the Asphalt Overlay of Duncan Perry Road at a width of 44 feet for a length of approximately .40 miles and receipt of an invoice from the CITY make payment to the City in the amount of \$68,300.

2. CITY RESPONSIBILITY

The CITY will make needed base and sub-base repairs and overlay Duncan Perry Road per CITY specifications.

3. 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 immunity.

4. 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. CITY DUTY

The parties recognize that Duncan Perry Road is surrounded by municipally annexed property. As part of the consideration for the payment by the COUNTY, the CITY agrees to take all necessary steps to annex into the City of Grand Prairie all portions of existing Duncan Perry Road, beginning on Duncan Perry Road proceeding north from the intersection of Dalworth Street and Duncan Perry Road to January Lane; then proceeding north from the intersection of Sweetwater and Duncan-Perry Road to the intersection with Tarrant Road.

10. EFFECTIVE DATE

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed.

COUNTY OF TARRANT

CITY OF GRAND PRAIRIE

COUNTY JUDGE

Date: _____

Authorized City Official

Date: _____

Attest:

Attest:

APPROVED AS TO FORM*

APPROVED AS TO FORM AND
LEGALITY

ASSISTANT DISTRICT ATTORNEY

ASSISTANT 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).