

**INTERLOCAL AGREEMENT FOR DEVELOPMENT OF LAND
LOCATED WITHIN ARLINGTON AND GRAND PRAIRIE
111th STREET PROJECT**

**STATE OF TEXAS §
 §
COUNTY OF TARRANT §**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into on this 5th day of February 2019, by and between the City of Arlington, Texas ("Arlington") and the City of Grand Prairie, Texas ("Grand Prairie"). Arlington and Grand Prairie are collectively referred to herein as the cities.

W I T N E S S E T H:

WHEREAS, this interlocal agreement is made under the authority granted by and pursuant to Chapter 791 of the Texas Government Code; and

WHEREAS, Arlington and Grand Prairie share a common boundary and parcels of land lying on the boundary present unique development challenges and economic development opportunities; and

WHEREAS, certain properties located along the common boundary of Arlington and Grand Prairie are proposed to be developed as a unified development (the "Unified Development") and the cities' desire to promote the health and safety of their citizens and the safe, orderly and healthful development of the cities by coordinating the development of such properties; and

WHEREAS, the cities acknowledge that both have significant public responsibilities relative to providing public services to the properties to be developed; and

WHEREAS, each city acknowledges that the performance of the governmental functions and the payment for the performance of such governmental functions pursuant to this agreement shall be from current revenues available to that city; and

WHEREAS, the governing body of each city finds that the performance of this agreement is in the common interest of all parties, and that the division of costs fairly compensates the performing party for the services or functions performed under this interlocal agreement.

FOR AND IN CONSIDERATION of the mutual agreements contained herein, the parties do hereby agree as follows:

I.
Applicability

- 1.1 The properties to be developed as the Unified Development along the common boundary of Arlington and Grand Prairie encompass approximately 3.89 acres, as depicted and shown in Exhibit "A" (the "Land"). This Agreement applies to the development of the Land as a Unified Development with a portion of the development in each city.
- 1.2 This document is intended to facilitate communication and cooperation, and describe duties and responsibilities between the two cities in matters relating to platting, zoning, infrastructure, building plans review, permits, inspections, law enforcement, fire protection and prevention, and other matters that arise concerning the Unified Development of the Land. The cities agree to take all actions necessary and appropriate to carry out the terms and provisions of this Agreement and to assist each other in carrying out the terms and provisions of this Agreement.

II.
Governmental Functions and Responsibilities

- 2.1 Arlington and Grand Prairie hereby agree to consult and cooperate when the owners of the Land seek to develop the Land as the Unified Development. Each city will designate a project coordinator to maintain communication and provide assistance for the development.
- 2.2 Each city shall retain full sovereign authority for zoning applications for that portion of the Land within its corporate limits. The cities shall cooperate in coordinating the processing of zoning applications that will be compatible with the other city's development requirements.
- 2.3 Each city shall retain full sovereign authority for subdivision plat applications for that portion of the Land within its corporate limits. A single plat document may be presented for review by both cities clearly depicting the portions of the Land located in each city. Such document shall comply with each city's subdivision regulations, having due regard for the other city's public infrastructure requirements. The cities shall cooperate in assuring adequate public facilities for both cities shall be provided. This Agreement shall not affect the authority of either city to process the plat in accordance with that city's ordinances and the laws of this state.

- 2.4 The two cities have determined, based on the location of the improvements proposed, to assume the following responsibilities related to construction of the overall Unified Development:
- A. The construction of the new drive entries onto 111th Street shall be in full compliance with Grand Prairie's development standards. The developer shall submit any proposed drive entry construction plans to Arlington for review and approval. Arlington will coordinate review, approval and inspection with Grand Prairie.
 - B. Other than compliance with the terms of this agreement, the construction of the proposed commercial development on the Land shall be in full compliance with all applicable standards of Arlington. The developer shall submit the proposed civil and building construction plans to Arlington for review and approval. Arlington will be responsible for all construction inspection.
- 2.5 Unless otherwise specified in this Agreement, neither city will be obligated to pay for infrastructure costs necessary due to the development.
- 2.6 Arlington hereby agrees to provide police, fire and emergency medical services to the Land including, but not limited to first responder services pursuant to 9-1-1 calls, routine police patrols, investigative services, fire suppression, EMS responses and rescues, fire inspections, fire code enforcement, public education, emergency management and other services typically provided by the Arlington police and fire departments.
- 2.7 Arlington hereby agrees to provide Certificate of Occupancy issuance, Health Licensing, and other such related permits and licenses, including all necessary inspections.

III. Revenue

- 3.1 Each city shall retain applicable zoning, platting, impact, and inspection fees typically charged development within the respective city. Such fees are not subject to the revenue sharing provisions of this Agreement. The cities agree to coordinate fees to avoid possible double charges to the Unified Development. The cities may arrange to have one city collect a fee and reimburse the other city for its share of the fee.
- 3.2 Each city shall collect ad valorem taxes applicable to the portion of the Land within the city limits of such city.

IV.
Term

This Agreement shall begin on the date first written above and shall continue in full force and effect unless terminated earlier in accordance with this Agreement.

V.
Termination

This Agreement may be terminated by mutual agreement of the parties.

VI.
Notices

All written notices or documentation called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, by certified mail, postage prepaid, or by hand delivery:

City of Arlington:
101 W. Abram Street
Arlington, Texas 76010
Attn: City Manager

City of Grand Prairie:
317 S. College Street
Grand Prairie, Texas 75053
Attn: City Manager

VII.
Immunity

It is expressly understood and agreed that in the execution of this Agreement, neither city waives nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

VIII.
Severability

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Agreement are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

IX.
Applicable Law

This Agreement is entered into subject to the City Charter and Ordinances of the cities of Arlington and Grand Prairie, as they may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal law. Situs of this Agreement is agreed to be Tarrant County, Texas, for all purposes including performance and venue.

X.
Entire Agreement

This Agreement embodies the complete agreement of the parties hereto superseding all oral or written previous and contemporary agreements between the parties relating to matters herein, and except as otherwise provided herein, cannot be modified without written agreement of the parties.

XI.
Non-Waiver

It is further agreed that one or more instances of forbearance by Arlington or Grand Prairie in the exercise of its rights herein shall in no way constitute a waiver thereof.

XII.
Authorization

The undersigned officers and/or agents are properly authorized to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary resolutions or actions extending such authority have been duly passed and are now in full force and effect.

EXECUTED on the date first written above.

CITY OF ARLINGTON, TEXAS

Printed Name: Jim Parajon
Title: Deputy City Manager

ATTEST:

Alex Busken,
City Secretary

CITY OF GRAND PRAIRIE, TEXAS

Printed Name: _____
Title: _____

ATTEST:

City Secretary

EXHIBIT "A"

LOT ONE (1), BLOCK ONE (1), WINHOLT ADDITION, an addition to the City of Grand Prairie and the City of Arlington, Tarrant County, Texas, and more particularly described by metes and bounds in a replat recorded under Document Number D218252008 and dated November 18, 2018.