

THE STATE OF TEXAS

INTERLOCAL AGREEMENT

COUNTY OF TARRANT

This Interlocal Agreement is between Tarrant County, Texas ("COUNTY"), and the City of Hurst("CITY").

WHEREAS the CITY is requesting the COUNTY's assistance to:

- Rehabilitate and Resurface **Hurstview Drive** located within the City of Hurst and Tarrant County Commissioner Precinct #3 from Harwood Road to Circleview Dr. South (Approximately 1,718 linear feet).
- Resurface **Glade Road** located within the City of Hurst and Tarrant County Commissioner Precinct #3 from 150 feet West of David Drive to 150 East of Hurstview Drive (Approximately 1,165 linear feet).

Collectively, hereinafter referred to as the "**Project**".

WHEREAS the Interlocal Cooperation Act contained in Chapter 791 of the Texas Government Code provides legal authority for the parties to enter into this Agreement; and

WHEREAS, during the performance of the governmental functions and the payment for the performance of those governmental functions under this Agreement, 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 interests 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 the COUNTY have authorized their representative to sign this Agreement.
- e. Both parties acknowledge that they are each a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

NOW, THEREFORE, the COUNTY and the CITY agree as follows:

TERMS AND CONDITIONS

1. COUNTY RESPONSIBILITY

The COUNTY will furnish the labor and equipment to assist the CITY in completing the Project:

- Rehabilitate and Resurface **Hurstview Drive** located within the City of Hurst and Tarrant County Commissioner Precinct #3 from Harwood Road to Circleview Dr. South (Approximately 1,718 linear feet).
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2. CITY RESPONSIBILITY

- 2.1 The CITY will furnish and pay for the actual cost of the materials, including any delivery or freight cost. 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.
- 2.2 The CITY will pay for one-half of the COUNTY's fuel used to construct this Project. The COUNTY will invoice the CITY for the fuel consumed at the conclusion of the Project.
- 2.3 The CITY will be responsible for all traffic control necessary to safely construct this project. This responsibility includes all advance notices, signage, barricades, pilot vehicles, and flagmen necessary to control traffic in and around the construction site. The CITY will be responsible for and provide portable message boards to supplement traffic control as needed.
- 2.4 The CITY will remove the existing surface and make any necessary roadway repairs and preparations prior to the COUNTY starting work.
- 2.5 The CITY will adjust all utilities, manholes and valve boxes for this Project.
- 2.6 The CITY will provide the COUNTY with a hydrant meter and all the water necessary for construction of the Project at no cost to the COUNTY.
- 2.7 The CITY will provide or pay for any engineering, survey, and laboratory testing required for this Project.
- 2.8 The CITY will furnish a site for dumping all spoils and waste materials generated during construction of this Project.
- 2.9 The CITY will provide the material to backfill the pavement edges for this project.

- 2.10 If required, the CITY will be responsible for the design and development of a Storm Water Pollution Prevention Plan (SWPPP). The CITY further agrees to pay for all cost (including sub-contractor materials, labor, and equipment) associated with the implementation of the plan. The COUNTY will be responsible for maintenance of the plan during the duration of the Project. Documentation and record keeping of the SWPPP will be the responsibility of the CITY.

3. PROCEDURES DURING PROJECT

COUNTY retains the right to inspect and reject all materials provided for this Project.

If the CITY has a complaint regarding the construction of the project, the CITY must complain in writing to the COUNTY no later than 30 days of the date of project completion.

4. 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.

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.

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 time.

7. THIRD PARTY

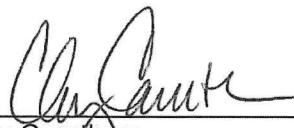
This contract shall not be interpreted to inure to the benefit of a third party not a party to this contract. This contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by law.

8. JOINT VENTURE & AGENCY

TARRANT COUNTY, TEXAS

CITY OF HURST

Tim O'Hare
County Judge

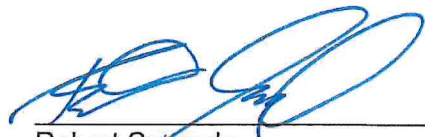


Clay Caruthers
City Manager

Date: _____

Date: 2.28.2025

Matt Krause
Commissioner, Precinct 3



Robert Saucedo
Director of Public Works

Date: _____

Date: 3/3/25

Attest:

APPROVED AS TO FORM*



Criminal District Attorney's Office*

APPROVED AS TO FORM AND LEGALITY



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.

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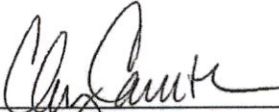
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TARRANT COUNTY, TEXAS

CITY OF HURST


Tim O'Hare
County Judge



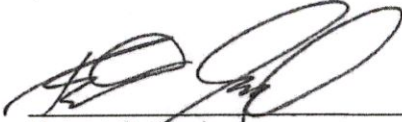
Clay Caruthers
City Manager

Date: _____

Date: 2.28.2025



Matt Krause
Commissioner, Precinct 3



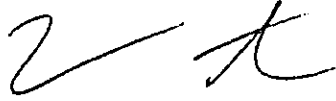
Robert Saucedo
Director of Public Works

Date: 4-2-25

Date: 3/3/25

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APPROVED AS TO FORM*



Criminal District Attorney's Office*

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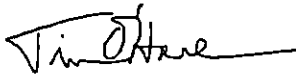
City Attorney

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Consideration of Interlocal Agreement with the City of Hurst to Rehabilitate and Resurface Hurstview Drive from Harwood Road to Circleview Drive South and Resurface Glade Road from 150 feet West of David Drive to 150 East of Hurstview Drive

SIGNED AND EXECUTED this 2 day of April, 2025.

**COUNTY OF TARRANT
STATE OF TEXAS**

A handwritten signature in black ink that reads "Tim O'Hare". The signature is written in a cursive style with a long horizontal line extending to the right.

Tim O'Hare
County Judge
4/10/2025