

INTERLOCAL AGREEMENT BETWEEN THE CITY OF GRAPEVINE, TEXAS AND THE CITY OF COPPELL, TEXAS
FOR AN EMERGENCY WATER INTERCONNECT & SANITARY SEWER STUDIES

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This Agreement is entered into by and between the City of Grapevine, Texas, a home rule municipality located in Tarrant County, Texas, operating herein by and through its duly authorized Mayor, William D. Tate, and the City of Coppel, Texas, a home rule municipality located in Dallas County, Texas, operating herein by and through its duly authorized Mayor, Wes Mays.

A.

DEFINITIONS

1. "Force majeure" is an act of God or a public enemy, war, riot, civil commotion, insurrection, terrorism, strike (unless caused by acts or omissions of the party asserting same), governmental or de facto governmental regulatory or eminent domain action (unless caused by acts or omissions of the party asserting same), fire, drought, explosion, flood, or other natural catastrophe.
2. "Grapevine" is the City of Grapevine, a home-rule municipality located in Tarrant, Dallas and Denton Counties, Texas.
3. "Coppel" is the City of Coppel, a home- rule municipality located in Dallas and Denton Counties, Texas.
4. "The "Interconnect" is an emergency potable water connection to serve Grapevine and Coppel as shown on the map attached hereto and incorporated herein as Exhibit A.
5. "The Hilton Lift Station Basin" is the sanitary sewer basin of 2,179 acres as shown on the map attached hereto and incorporated herein as Exhibit B.

B.

RECITALS

WHEREAS, the Coppel seeks an emergency water connection to serve its residents in case if delivery issues, or a critical loss of pressure, from its primary sources; and

WHEREAS, Grapevine seeks an alternate route for wastewater flows generated from the Hilton Lift Station Basin; and

WHEREAS, Grapevine and Coppel are both customers of the Trinity River Authority Central Regional Wastewater System; and

WHEREAS, each party paying for the performance of governmental functions or services under this Agreement must make those payments from current revenues; and

WHEREAS, Chapter 791 of the Texas Government Code (the "Interlocal Cooperation Act") authorizes municipalities to enter into interlocal agreements for the providing of governmental functions and services, including but not limited to, provision of residential water service; and

WHEREAS, the parties hereto deem it to be to their mutual benefit and to the benefit of the health, safety and welfare of their respective citizens to enter into this Interlocal Cooperation Agreement under the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, Grapevine and Coppel, for good and valuable consideration, specially, the mutual promises and agreements contained herein, do hereby contract, covenant and agree as follows:

C.

TERM OF AGREEMENT AND CONDITIONS PRECEDENT

That Grapevine and Coppel do hereby covenant and agree as follows:

1. **Hilton Lift Station Basin.** Grapevine will agree to reimburse Coppel for engineering studies associated with oversizing of Coppel sanitary sewer facilities including gravity mains and lift stations to accommodate the flows from the Hilton Lift Station Basin. Such flows are estimated at 0.67 MGD with a peak flow of 2.4 MGD. Reimbursements to Coppel under this item shall not exceed \$50,000. Coppel agrees to provide Grapevine a summary report detailing necessary improvements including construction and ongoing operation costs.
2. **Interconnect.** Coppel agrees to design and construct, at its sole cost, an interconnect to allow for Grapevine to provide emergency potable water as needed. All specifications for the construction of the interconnect, maintenance, and operations are detailed in the Maintenance and Operation document attached hereto and incorporated as Exhibit C.
3. **Payment.** Grapevine agrees to make payment to Coppel within a reasonable length of time estimated at 30 days after receipt of the billing.
4. **Construction.** Coppel agrees that the construction to be done within Grapevine shall be in accordance with Grapevine's Code of Ordinances including, but not necessarily limited to, construction standards, providing proper barricades, traffic control during construction, detours and project clean up after the contractor is completed.
5. **Maintenance.** The cities agree that each respective city will provide maintenance on their section of waterline serving the Interconnect. Maintenance of the Interconnect is detailed in Exhibit C within their respective corporate boundaries.

6. **Indemnification & Hold Harmless.** To the extent allowed by law, Grapevine agrees to indemnify and hold Coppel harmless from any claim by a third party for damages arising from or resulting from the construction or maintenance, in accordance with terms set forth in this agreement, of any portion of the Project lying in the City of Grapevine.

To the extent allowed by law, Coppel agrees to indemnify and hold Grapevine harmless from any claim by a third party for damages arising from or resulting from the construction or maintenance, in accordance with terms set forth in this agreement, of any portion of the Project lying in the City of Coppel. The provisions of these indemnifications shall not apply to acts of gross negligence or willful misconduct by the indemnified party.

8. **Regulatory control.** It is understood and agreed by the parties hereto that the development regulations of the city in which facilities are located shall be applicable to construction, maintenance, and operation of such facilities.

9. **No joint enterprise.** No provision of this Agreement shall be construed to create any type of joint ownership of any property, nor shall same be deemed to create a partnership, joint venture or other agreement which would be construed as granting partial control, ownership of or equity in the facilities described herein. It is understood and agreed that the facilities operated by Coppel shall be owned and controlled by Coppel, and that the facilities operated by Grapevine shall be owned and controlled by Grapevine. Furthermore, the parties hereto acknowledge and agree that the doctrine of respondent superior shall not apply between the cities.

10. **Notice.** Any notice, communication or request provided or permitted to be given by either party to the other party must be in writing and addressed as follows:

If Coppel:

City of Coppel
Attention: City Manager
255 E. Parkway Boulevard
Coppel, Texas 75019

If to Grapevine:

City of Grapevine
Attention: City Manager
P. O. Box 95104
Grapevine, Texas 76099

or to such other addresses as may be provided for in writing from time to time.

11. **No waiver of immunity or defenses.** This Agreement is made pursuant to Chapter 791 of the Texas Government Code. 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. This section shall be liberally construed to carry out the intent of the city councils of Coppell and Grapevine, and the cities do hereby invoke and preserve said governmental immunity to the greatest extent possible under the law.

12. **No third party beneficiaries.** It is understood by the parties that this Agreement is entered into for the mutual convenience and purposes of the cities which are parties hereto, and it is the parties' intent that no other parties shall be construed as beneficiaries of this Agreement, including the owners, residents, or operators of property located in either the Grapevine Area or the Coppell area, regardless of whether such persons are anticipated to be customers under this Agreement.
13. **Entire Agreement.** This Agreement, including any exhibits attached and made a part hereof, is the entire Agreement between the parties and supersedes all prior or contemporaneous understandings or representations, whether oral or written, respecting the subject matter herein.
14. **Venue.** This Agreement shall be construed under the substantive laws of the State of Texas, without reference to its choice of law provisions. This Agreement shall be fully performable in Tarrant County, Texas, and the exclusive venue for any action arising under state law under this Agreement shall be the District Courts of Tarrant County, Texas. If any action relating to this Agreement is not properly brought in state court, venue shall be the United States District Court for the Northern District of Texas.
15. **Severability.** In the event any section, subsection, paragraph, subparagraph, sentence, phrase, or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase, or word. In such event there shall be substituted for such deleted provision a provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.
16. **Authority.** This Agreement was authorized by the Coppell City Council at its regular meeting on the 13th day of December 2022, authorizing the Coppell City Manager to execute this Agreement on behalf of the City of Coppell, and by the Grapevine City Council at its regular meeting on the 15th day of November 2022, authorizing the Grapevine City Manager to execute this Agreement on behalf of the City of Grapevine.
17. **Section or Other Headings.** Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
18. **Amendment.** This Agreement may only be amended, altered, or revoked by written instrument signed by the parties to such amendment.
19. **Interpretation.** Both parties acknowledge that each party has had an opportunity to review this Agreement in full, discuss it with legal counsel, and negotiate regarding the terms. Therefore, in the event of any dispute over its meaning or application, regardless of the

actual drafter or scrivener of this Agreement, this Agreement shall be interpreted fairly and reasonably, and not construed in favor of nor against any party.

20. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.
21. **Force Majeure.** If, by reasons of Force Majeure, any party will be rendered wholly or partially unable to carry out its obligations under this Agreement after its effective date, then such party will give written notice of the particulars of such Force Majeure to the other party or parties within a reasonable time after the occurrence of such event. The obligations of the party giving such notice, to the extent affected by such Force Majeure, will be suspended during the continuance of the inability claimed and for no longer period, and any such party will in good faith exercise its best efforts to remove and over come such inability.
22. **Mutual Assistance.** The parties hereto agree to take all reasonable measures which are necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.
23. **Recitals.** The recitals to this Agreement are incorporated herein, and are intended to aid in the interpretation of this Agreement.
24. **Exhibits.** All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

|

EXECUTED this ____ day of _____, 2022.

CITY OF GRAPEVINE

By: _____

Bruno Rumbelow, Grapevine City Manager

ATTEST:

Tara Brooks, Grapevine City Secretary

APPROVED AS TO FORM AND LEGALITY:

Matthew Boyle, Grapevine City Attorney

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXECUTED this ____ day of _____, 2022.

CITY OF COPEELL

By: _____

Wes Mays, Mayor

ATTEST:

Ashley Owens, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Robert Hager, City Attorney

