

**INTERLOCAL AGREEMENT FOR A JOINT TRANSPORTATION IMPROVEMENT
PROJECT BETWEEN THE CITY OF IRVING AND THE CITY OF COPPELL**

This Interlocal Agreement (“Agreement”) is made and entered into effective as of the _____ day of _____ by and between the municipalities of Irving, Texas in Dallas County, and Coppell, Texas, Dallas County (hereinafter referred to as Municipality individually or Municipalities when referring to both cities), both Texas home-rule municipalities duly incorporated under the Constitution and the laws of the State of Texas, for the mutual interest in funding a transportation improvement project at IH-635 and Belt Line Road (the “Project”) for the benefits of the citizens in their respective municipalities, and the greater Dallas community.

WHEREAS, each Municipality is a duly organized political subdivision of the State of Texas engaged in the administration of municipal government and related services for the benefit of the citizens; and

WHEREAS, Chapter 791 of the Texas Government Code authorizes the Municipalities to contract with each other to the greatest extent possible to perform governmental functions and services; and

WHEREAS, the Municipalities hereby desire to jointly fund the Project, portions of which are within the corporate boundaries of each Municipality; and

WHEREAS, the City of Irving intends to act as the lead agency and anticipates signing an Advanced Funding Agreement with the Texas Department of Transportation (CSJ #2374-07-074; CFDA No. 20.205) and a Project Specific Agreement with Dallas County to allocate cost sharing responsibilities of state and local entities involved in the Project;

WHEREAS, this Agreement relates to the provision of governmental functions and services that each Municipality is authorized to perform individually; and

WHEREAS, the governing body of each Municipality has authorized the execution of this Agreement; and

WHEREAS, the governing bodies of each Municipality find that the performance of this Agreement is in the common public interest of both parties; and

WHEREAS, the Municipalities agree to comply with all applicable requirements of all other federal laws, executive orders, regulations, and policies governing this Project.

NOW, THEREFORE, for the mutual promises and covenants made herein, this Agreement is made and entered into by the MUNICIPALITIES as permitted by law.

I. Purpose

This Agreement is intended to establish the obligations of each Municipality with respect to the exercise of their governmental function to participate jointly in the Project.

II. Term and Termination

This Agreement shall be effective as of the last date of passage by each Municipality's governing body and shall terminate upon completion of the Project. Notwithstanding the foregoing, this Agreement may terminate earlier upon:

1. Mutual written consent of both Municipalities; or
2. A material breach of this Agreement; or
3. A failure to provide requisite funding by any of the participating local or state entities in the Project; or
4. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds.

III. Responsibilities of the Municipalities

A. Irving

1. As lead local government entity for the Project, Irving shall enter into an Advanced Funding Agreement with the Texas Department of Transportation and be responsible for all obligations to the State therein. Irving shall also contract with other local government entities involved in the Project for their respective cost sharing obligations.
2. Irving shall contribute the following amounts for the Project as set forth as Exhibit A hereto:
 - a. Architectural and Engineering Costs: \$12,100
 - b. Right-of-Way and Real Property Costs: \$0
 - c. Utility Costs: \$11,000
 - d. Construction Costs: \$897,614Total: \$920,714
3. Irving shall be responsible for all maintenance of local roads and facilities within its corporate limits which may not be designated as a part of the State highway system upon completion of the Project.

B. Coppell

1. Coppell shall contribute the following amounts for the project more specifically identified in Exhibit A:
 - a. Architectural and Engineering Costs: \$21,000
 - b. Right-of-Way and Real Estate Costs: \$0
 - c. Utility Costs: \$23,500
 - d. Construction Costs: \$200,000Total: \$244,500
2. Coppell shall remit payment to Irving not later than thirty (30) days after receipt of a written request from Irving.

3. Coppell shall be responsible for all maintenance of local roads and facilities within its corporate limits which may not be designated as a part of the State highway system upon completion of the Project.

C. Each Municipality paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Municipality or from funds otherwise lawfully available to the Municipality for use in the payment of the Municipality's obligations pursuant to this Agreement.

IV. Allocation of Liability

The Municipalities agree that each Municipality will be independently responsible for any liability or damages that Municipality may suffer as a result of claims, demands, fines, orders, costs or judgments, including reasonable attorney fees, against it, including workers compensation claims, arising out of the performance of this Agreement as it relates to the Project, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporation(s) occurring during the performance of the Agreement and caused by the sole negligence of that Municipality, its agents, officers and/or employees.

The Municipalities further agree that any liability or damages as stated above occurring during the performance of this Agreement caused by the joint or comparative negligence of them, their employees, agents and officers shall be determined in accordance with the comparative responsibility laws of the State of Texas.

V. No Waiver of Immunity

In the performance of this Agreement, neither of the Municipalities waive, nor shall be deemed hereby to have waived, any immunity or defense that would otherwise be available to them against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Municipalities do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any persons or entities who are not parties to this Agreement.

VI. Notice

Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, by hand-delivery or facsimile transmission and addressed to the respective Municipality at the following address:

If intended for City of Irving:

With a copy to:

City of Irving
Attn: Director of Traffic and Transportation
333 Valley View Lane
Irving, Texas 75061

City Attorney
City of Irving
825 W. Irving Blvd.
Irving, Texas 75060

If intended for City of Coppell:

City of Coppell
Attn: City Manager
255 E. Parkway Boulevard
Coppell, Texas 75019

With a copy to:

Robert E. Hager
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201

VII. Entire Agreement

This Agreement represents the entire and integrated agreement between the Municipalities with respect to the Project and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the authorized representative of the governing bodies of each Municipality.

VIII. Governing Law and Venue

The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the Municipalities shall be governed by the laws of the State of Texas and venue for any dispute concerning this Agreement shall be in the Dallas County, Texas

IX. Savings

In the event that any portion of this agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

X. Authorized Representatives

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

IX. Incorporation of Recitals

The recitals to this Agreement are contractual in nature and are incorporated by reference herein for all purposes.

CITY OF COPPELL, TEXAS

By: _____

Name: _____

Title: _____

Resolution # _____

Dated _____

ATTESTED:

By: _____
City Secretary

APPROVED AS TO FORM:

City Attorney

CITY OF IRVING, TEXAS

By: _____

Name: _____

Title: _____

Resolution # _____

Dated _____

ATTESTED:

By: _____

Shanae Jennings

City Secretary

APPROVED AS TO FORM:

Kuruvilla Oommen

City Attorney

Exhibit A

Funding Allocation

Project Description	City	Phase	Cost	Funding Partners/Commitments					Total Funding
				RTC	TxDOT	City of Irving	Dallas County	City of Coppell	
IH 635 at Belt Line: Construct Texas U-turn, including bicycle/pedestrian, signal/ITS improvements, and install lighting; Northbound Belt Line Road: Construct dual left turn lanes, bicycle/pedestrian improvements, and signal improvements; IH 635 Eastbound Frontage Road: Construct right turn lane, bicycle/pedestrian improvements, and signal improvements	Various	ENG	\$644,790	\$0	\$578,590	\$12,100	\$33,100	\$21,000	\$644,790
		ROW	\$0	\$0	\$0	\$0	\$0	\$0	\$0
		UTIL	\$69,000	\$0	\$0	\$11,000	\$34,500	\$23,500	\$69,000
		CON	\$6,175,227	\$2,904,000	\$1,076,000	\$897,614	\$1,097,614	\$200,000	\$6,175,228
		Total	\$6,889,017	\$2,904,000	\$1,654,590	\$920,714	\$1,165,214	\$244,500	\$6,889,018