

INTERLOCAL AGREEMENT FOR THE DEVELOPMENT OF THE CAMPION TRAIL CONNECTION

INTRODUCTION

This Agreement (hereinafter referred to as the “Agreement”), which is authorized under the Interlocal Cooperation Act, Texas Government Code, Chapter 791, is made by and entered into between the City of Irving, Texas (hereinafter referred to as “City of Irving”), the City of Coppell, Texas (hereinafter referred to as “City of Coppell”), for the purpose of constructing a trail (hereinafter referred to as “Trail”) that will provide a Trail in Coppell and connect to the Campion Trail in Irving.

NOW THEREFORE, in consideration of the foregoing and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree to the following:

I. TERM OF AGREEMENT

The term of this Agreement shall be for a period of twenty-five (25) years commencing on the last day all of the parties have executed this Agreement, unless terminated earlier as provided herein.

II. DESIGN/ALIGNMENT OF TRAIL

The Trail that will be constructed under this Agreement will extend the City of Irving’s existing Campion Trail, which presently ends in Valley Ranch, by approximately 2.65 miles so that it extends into the City of Coppell. The Trail shall have the general alignment as denoted in the attached map and shall be constructed of reinforced concrete and shall generally have a width of at least ten (10) feet. This Trail shall be known as the Campion Trail Connection for the term of this Agreement.

III. TRAIL USE

The Trail shall be accessible to all users, free of charge, regardless of residence and shall be used for public recreational activities, including, but not limited to hiking, walking, jogging, biking, and roller-blading and for non-motorized alternative transportation purposes. Each City reserves the right to establish hours of operation that are consistent with other park and recreational facilities in its jurisdiction.

IV. TRAIL IMPLEMENTATION RESPONSIBILITIES

The City of Irving and the City of Coppell shall be responsible for securing any property needed for the Trail.

The City of Irving shall be responsible for proposing the alignment of the Trail, designing the Trail (or selecting a consultant engineer and overseeing the design of the Trail), proposing needed signage, bidding and awarding the construction contract for the Trail (including the installation of signage), administering the construction contract, and overseeing the construction of the Trail. The City of Irving shall also be responsible for funding and installing any amenities within the portion of the Trail that is located within the City of Irving and that are not provided for under the terms of this agreement.

The City of Coppell shall also be responsible for reviewing and approving the Trail's proposed alignment, design plans, safety standards and signage and ensuring that Trail is adequately built to its standards. The City of Coppell shall signify its approval of design, alignment, and signage by execution of the plans.

The City of Coppell shall also be responsible for funding any amenities within the portion of the Trail that is located within the City of Coppell and that are not provided for under the terms of this agreement

V. FUNDING

The Trail is being funded through a Dallas County Reimbursement Grant up to Two-Million-Five-Hundred-Thousand Dollars (\$2,500,000) from its FY2017 major capital improvement program. These funds may be used solely for the design, surveying, construction, and signage of the Trail. They may not be used to conduct environmental assessments or to alleviate any environmental hazard or to construct or install any other capital improvement or amenity or for land acquisition. The County will reimburse the City of Irving for the reasonable costs associated with the surveying, construction, and installation of approved signage and trail surfaces within sixty (60) days of having received proof of the satisfactory completion of associated work items, invoices, and supporting documentation.

Should sufficient funding not be available or if field conditions present design constraints which prevent the construction of the Trail's alignment as described in Article II, then the scope of the project may be revised with the mutual consent of the parties, one or more parties may provide additional funding, or the Trail Project may be terminated.

VI. OWNERSHIP/OPERATION/MAINTENANCE

Each City shall own the Trail and all related amenities and improvements located within its jurisdiction. Each City's ownership and maintenance responsibility shall commence immediately upon the start of construction within its jurisdiction.

Each City shall be responsible for operating the Trail as a public recreational facility for a period of at least twenty-five (25) years after the date this agreement is executed by both parties, unless terminated at an earlier date in accordance with Article XIII of this Agreement.

Each City shall also be responsible for adequately maintaining the Trail and its amenities in accordance with its standard trail maintenance practices.

VII. TRAIL SYSTEM ACKNOWLEDGEMENT

Once opened for public use, signs that acknowledge that the Trail is a City of Irving or a City of Coppell facility shall be posted at the Trail's various starting and ending points and at key entrances and shall be maintained by each City as long as the Trail is operated under the terms of this Agreement.

VIII. AMENDMENTS AND CHANGES IN THE LAW

This Agreement may be amended; however, no modification, amendment, novation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the parties hereto. Any alteration, addition, or deletion to the terms of this Agreement which are required by changes in federal or State law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

IX. AGENCY AND LIABILITY

City of Irving and City of Coppell agree that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance under this Agreement.

Each City agrees to be responsible for any liability or damages each City may suffer as a result of claims, demands, costs or judgments against each City, including workers' compensation claims, arising out of the performance of the work and services under this Agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporations in connection with this Agreement and caused by sole negligence of each City, its agents, officers and/or employees.

Each City agrees that such liability or damages as stated above occurring during the performance of this Agreement caused by the joint or comparative negligence of their employees, agents and officers shall be determined in accordance with the comparative responsibility laws of the State of Texas.

Nothing herein shall be deemed in any manner to constitute a waiver of immunity or defense which may be asserted by County or each City pursuant to law; nor shall this provision be in any manner construed to create a cause of action for the benefit of any person not a party to this Agreement or to create any rights for the benefit of any person

not a person to this Agreement.

X. VENUE AND APPLICABLE LAW

This Agreement is made subject to and shall be construed under and in accordance with the laws of the State of Texas, and the exclusive venue for any legal action between the parties arising from this Agreement shall be in Dallas County, Texas.

XI. SOVEREIGN IMMUNITY

The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the parties have by operation of law.

XII. TERMINATION

This Agreement shall, if applicable, automatically terminate in accordance with Article V if the funds have not been expended or obligated within three years of the execution of this Agreement. This Agreement may also be terminated before commencement of construction with the mutual written consent of the parties; or by either party providing thirty (30) days prior written notice to the other party or may be terminated during construction by the mutual consent of the parties.

XIII. NOTICE

Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below, or by hand-delivery, or upon receipt of facsimile transmission thereof:

**Director of Parks & Recreation
City of Irving
Parks & Recreation
825 W. Irving Boulevard
Irving, TX 75060**

**Director of Parks & Recreation
City of Coppell
Parks & Recreation
255 E. Parkway Blvd.
Coppell, TX 75019**

XIV. SEVERABILITY

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XV. PREVIOUS AGREEMENTS

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

XVI. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XVII. EFFECTIVE DATE

This Agreement shall not become effective until executed by the authorized representatives of the City of Irving and the City of Coppell.

Executed this _____ day of _____, 2016.

FOR THE CITY OF IRVING

FOR THE CITY OF COPPELL

Beth Van Duyne
Mayor

Karen Selbo Hunt
Mayor

Approved as to form:

Approved as to form:

City Attorney

City Attorney