

THE STATE OF TEXAS

INTERLOCAL AGREEMENT

COUNTY OF TARRANT

This Interlocal Agreement is between Tarrant County, Texas (“COUNTY”), and the City of Everman, Texas (“CITY”)

WHEREAS, the CITY is requesting the COUNTY’s assistance with drainage improvements located within the City of Everman:

- Excavation, Grading and Reshaping of Pittman Park and adjacent drainage channels between Race Street and Wichita Street. The area is approximately 15,000 square yards

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 representatives to sign this Agreement.

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:

COUNTY will utilize CITY vendor to deliver materials and to remove excess materials. The materials must be stockpiled or available within close proximity to the project.

2. CITY RESPONSIBILITY

2.1 The CITY will furnish and pay for the actual cost of the materials, including any delivery or freight cost, for the Project. The CITY will provide the COUNTY with 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 one-half of the COUNTY'S fuel cost incurred for the Project. The COUNTY will invoice the CITY for one-half of the cost of the fuel consumed at the conclusion of the project. If the COUNTY has begun work on the Project but the work has not been completed at the termination of this Agreement, the CITY is still obligated to pay its share of the COUNTY'S fuel cost incurred for the Project up to the date of termination of this Agreement.

2.3 The CITY will be responsible for all traffic control necessary to safely construct the 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 will provide portable message boards to supplement traffic control as needed. The CITY will supply the COUNTY with a purchase order for the appropriate traffic control vendor to cover project needs prior to mobilization of any equipment.

2.4 The CITY will provide the COUNTY with a hydrant meter and all water necessary for construction of the Project at no cost to the COUNTY.

2.5 The CITY will furnish all rights of way, plan specifications, engineering drawings, survey required for construction of any and all parts of this Project.

2.6 CITY will notify and get clearance from other CITY utility departments and franchise utilities prior to entering into agreement. If any of the utilities are shallow and must be relocated, the CITY shall confirm the relocation is complete prior to scheduling the project.

2.7 The CITY will furnish a dump site within proximity to the Project for the COUNTY to dump all spoils and waste materials generated during construction of this Project as needed.

2.8 The CITY shall remove or trim any overhanging limbs or brush that may interfere with COUNTY equipment or progress prior to the start of the project.

2.9 If a Storm Water Pollution Prevention Plan ("Plan") is required, the CITY will be

responsible for the design and development of the Plan. CITY will pay for all cost (including subcontractor materials, labor and equipment) associated with the implementation and maintenance of the Plan.

2.10 CITY will provide a porta toilet, as required by the COUNTY.

Compliance with Laws. In providing the services required by this Agreement, City must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. CITY shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

3. PROCEDURES DURING PROJECT

- 3.1 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. If the complaint is found credible, the COUNTY will make said repair and bear the cost of the repair. COUNTY will make said repair as soon as reasonably possible.
- 3.2 Upon expiration of 30 days after the project completion, the CITY will be solely responsible for the maintenance and repairs of the entire project.

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 or governmental immunity.

5. OPTIONAL SERVICES

- 5.1 If mutually agreed by the CITY and the COUNTY, the COUNTY will provide traffic control required for the Project. This responsibility includes all signage, barricades, pilot vehicles, and flagmen necessary to control traffic in and around the construction site with the exception of any portable changeable message boards which will be supplied by the CITY. Traffic control measures provided by the COUNTY will be billed at the actual labor cost plus 10% for use of the COUNTY traffic control devices.

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. There is no deadline for completion of the Project

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.

7. JOINT VENTURE & AGENCY

The relationship between the parties to this Agreement does not create a partnership or joint venture between the parties. This Agreement does not appoint any party as agent for the other party.

8. EFFECTIVE DATE

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

9. TERMINATION OF AGREEMENT

This Agreement will automatically terminate on December 31, 2025, or on the date the project is completed, whichever occurs first. Notwithstanding the foregoing, or any other language to the contrary, either party may terminate this Agreement without cause upon thirty (30) days' written notice to the other party prior to the intended date of termination. In the event of termination by either party, neither party shall have any further obligations to the other party under this Agreement, except that the CITY remains liable to the COUNTY for any outstanding invoice for materials that the COUNTY provides for the project, if any.

This Agreement may be renewed prior to its expiration upon the mutual written consent of the parties.

10. DISCLOSURE

The CITY acknowledges that it is 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.

TARRANT COUNTY, TEXAS

CITY OF EVERMAN, TEXAS

Tim O'Hare
COUNTY JUDGE

MAYOR

Date: _____

Date: _____

Roy Charles Brooks
COMMISSIONER, PRECINCT 1

Date: _____

Date: _____

Attest:

APPROVED AS TO FORM*

APPROVED AS TO FORM AND LEGALITY

Craig Price

Criminal District Attorney's Office*

Douglas W. Black
Sr. Assistant 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.