

THE STATE OF TEXAS  
COUNTY OF TARRANT  
INTERLOCAL AGREEMENT  
FOR  
THE OVERLAY AND RECONSTRUCTION OF RACE STREET,  
WITHIN THE CITY OF EVERMAN

This Agreement is between Tarrant County, Texas (“COUNTY”) acting by and through its duly authorized County Commissioner Court, and the City of Everman, Texas (“CITY”) acting through its duly authorized City Manager.

WHEREAS, the Interlocal Cooperation Act, (Texas Government Code Section 791.001 et seq.) provides legal authority for this Agreement; and

WHEREAS, the CITY is requesting the COUNTY’s assistance with the reconstruction of Christopher Drive within the City of Everman:

- Overlay of Race Street from Enon Avenue to Neill Avenue being approximately 4,000 square yards, to apply two inches of type B and D asphalt
- Reconstruction of Race Street from Neill Avenue to Shelby Road being approximately 5,167 square yards, to apply two inches of type B and D asphalt

Collectively referred to as the “Project”; and

WHEREAS, during the performance of the governmental functions and the payment for the performance of those governmental functions 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 Council of the CITY each make the following findings:

- a. This Agreement serves the common interest 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 COUNTY have authorized their representative to sign this Agreement.

NOW, THEREFORE, the County and City agree as follows:

## **TERMS AND CONDITIONS**

### **1. COUNTY RESPONSIBILITY**

- 1.1 COUNTY will furnish the labor and equipment for the Project.
- 1.2 COUNTY will pay for a portion of the Project cost not to exceed the amount of one hundred and twenty-five thousand (\$125,000) dollars. Funding is available in 579061/26100-2024/6110300000.
- 1.3 Notwithstanding any other provision of this Agreement, the parties agree that the funds to be paid by the County are payable solely from appropriations allocated by the County for the current fiscal year 2024. In the event that such funding is not allocated beyond the current fiscal year 2024 or is determined to be insufficient for the Project, this Agreement shall immediately terminate without further obligation to the County upon notice that such appropriations no longer exist and are insufficient.

### **2. CITY RESPONSIBILITY**

With respect to each part of the Project:

- 2.1 The CITY will furnish and pay for all materials, including trucking costs, for the Project.
- 2.2 The CITY will furnish all rights-of-way and plan specifications. The CITY will also furnish all engineering drawings, if necessary, which will include required drainage grades and American with Disabilities Act approved entrances, if required. The CITY will pay for drainage culverts, if needed, for any part of the Project.
- 2.3 CITY will furnish necessary traffic controls including Type A barricades to redirect traffic flow to alternate lanes during the construction phase of the Project; and
- 2.4 CITY will provide temporary driving lane markings.
- 2.5 CITY will provide a porta toilet.
- 2.6 CITY will ensure that the Project is cleared of obstructions which could damage COUNTY equipment during construction; and
- 2.7 CITY will verify the location of all utility locations, mark those locations and then remove the utilities that will interfere with the progress of the Project.

- 2.8 CITY will furnish a site for dumping waste in close proximity to the job site for materials generated during this Project.
- 2.9 If a Storm Water Pollution Prevention Plan is required, the CITY will be responsible for the design, development, implementation and maintenance of the Plan for the duration of each part of the Project. The COUNTY will inform the CITY if the Plan needs maintenance during construction.
- 3.0 The CITY is responsible for the scheduling and milling cost required for the PROJECT.

**3. PROCEDURES DURING PROJECT**

- 3.1 The COUNTY retains the right to inspect and reject all materials the CITY provides for the Project.
- 3.2 If the CITY has a complaint regarding the construction of any part of the Project, the CITY must complain in writing to the COUNTY no later than thirty (30) days from the date of completion of that particular portion of the Project. Upon expiration of thirty (30) days after completion of a particular portion of the Project, the CITY will be responsible for all maintenance and repairs of that street. The reference to a “portion of the Project” as used in this Agreement refers to an individual street identified on the attached exhibit.

**4. NO WAIVER OF IMMUNITY**

This Agreement does not waive the COUNTY’s rights under a legal theory of sovereign immunity. This Agreement does not waive the CITY’s right under a legal theory of sovereign immunity.

**5. OPTIONAL SERVICES**

- 5.1 If necessary, the COUNTY will furnish flag persons.

**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 particular time.

7. **THIRD PARTY**

The parties do not enter into this Agreement to protect any specific third party. The intent of this Agreement excludes the idea of a suit by a third party beneficiary. The parties to this Agreement do not consent to the waiver of sovereign immunity under Texas law to the extent any party may have immunity under Texas law.

8. **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.

9. **EFFECTIVE DATE**

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

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.

11. **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.

12. **TERMINATION OF AGREEMENT**

The initial term of this Agreement is until October 1, 2024 and will automatically renew for a like term thereafter until (1) the Project is completed or (2) the Agreement is terminated by either party in writing. Either party may terminate this Agreement at any time—either before the expiration of the initial term or after the renewal of any term thereafter—by providing the other party with thirty (30) days written notice 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 the CITY remains liable for payment to the COUNTY for any outstanding invoice for materials that the COUNTY provides for the Project, if any.

SIGNED AND EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024

**COUNTY OF TARRANT  
STATE OF TEXAS**

**CITY OF EVERMAN**

\_\_\_\_\_  
County Judge

\_\_\_\_\_  
Ray Richardson, Mayor

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_  
Commissioner, Precinct 1  
Roy Charles Brooks

**Attest:**

**Attest:**

\_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM

APPROVED AS TO FORM AND LEGALITY

*Craig Price*  
\_\_\_\_\_  
CRIMINAL DISTRICT ATTORNEY'S OFFICE

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\*By law, the Criminal District Attorney's Office may only Approve contracts for its clients. We reviewed this document For our client's legal perspective. Other parties may not rely On this approval. Instead, those parties should seek contract Review from independent counsel.