

STATE OF TEXAS § INTERLOCAL AGREEMENT BETWEEN
§ TARRANT COUNTY AND
TARRANT COUNTY § THE CITY OF EVERMAN

This Interlocal Agreement (“Agreement”) is entered into by and between Tarrant County, Texas (“County”), a political subdivision of the State of Texas, acting by and through its duly authorized representative, and the City of Everman (“City”), a home-rule municipality of the State of Texas, acting by and through its City Manager.

WHEREAS, the City has created a Regional Communications Center to coordinate the dispatching of area police and firefighting units;

WHEREAS, City’s Regional Communications Center also will be used by other governmental entities, such as the Tarrant County Emergency Services District, No. 1 (“ESD”), to coordinate the dispatching duties of such other governmental entities’ police and firefighting units;

WHEREAS, the use by other governmental entities of City’s Regional Communications Center will provide greater emergency response capabilities and coordination to the governmental entities that will use the Regional Communications Center, and such coordination will provide more efficient response times and services for residents of the governmental entities who are served by the Regional Communications Center;

WHEREAS, the City and the County agree that the County has the proprietary right and authority to the exclusive use of the name or phrase, “Tarrant County,” and that such name or phrase of “Tarrant County” has economic, commercial or political value that belongs solely to the County, subject to the County’s right and authority to license the name or phrase “Tarrant County” as the County deems fit;

WHEREAS, City seeks, through the execution of this Interlocal Agreement, to rename the “Everman Regional Communications Center” as the “Tarrant County Regional Communications Center;”

WHEREAS, the Tarrant County Commissioners Court (“Commissioners Court”) recognizes the benefit from the improved coordination of emergency response services that will be facilitated by the proposed name change of the “Everman Regional Communications Center” to the “Tarrant County Regional Communications Center;”

WHEREAS, the County is supportive of the City’s request to provide improved coordination of the police and firefighting services in the County, as anticipated by this Interlocal Agreement; and

WHEREAS, the County and the City make the following findings:

- a. This Agreement serves the common interests of both parties.
- b. This Agreement will benefit the public and specifically will benefit County, City, and the residents of both because it will help to improve the coordination of emergency response services, such as police and firefighting services, among the governmental entities who are now served, and who will be served in the future, by the Everman Regional Communications Center.
- c. This Agreement will also promote and improve the cooperation of emergency response services in Tarrant County by facilitating a higher level of coordination than could be achieved without this Agreement.

- d. The functions or services contracted for and to be provided by or through this Agreement are within the definition of governmental functions and services as defined by Section 791.003 of the Texas Government Code and serve the common interest of both parties.
- e. The City and the County have authorized their respective representatives to sign this Agreement.

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

TERMS AND CONDITIONS

1. COUNTY RESPONSIBILITY

County will allow, through this Agreement, the City to have a license to use, for marketing, identification and legal purposes, the name, "Tarrant County" in the official name of its Regional Communications Center, so that the name shall be the "Tarrant County Regional Communications Center," for a period of 10 years, beginning on the date of the execution of this Agreement, and said license shall be automatically renewed for another 10-year period unless the County terminates said license and thereby withdraws its permission to the City for use of the term "Tarrant County" in the name of the Regional Communications Center, which the County may terminate for any reason at the end of any term after giving the City notice of its intent to terminate no less than 60 days before the end of the term at which the license is set to terminate.

2. CITY RESPONSIBILITY

City agrees to limit its use of the term "Tarrant County" to the name of the "Tarrant County Regional Communications Center" only and to not market, advertise or otherwise promote any other office, entity or enterprise of the City's as having the imprimatur of "Tarrant County," as conferred herein by the County, without receiving any separate, express written approval from the County. This Interlocal Agreement does not authorize or permit the City to use the Tarrant County seal in any literature, website, social media, broadcast, telecast, representation or any other media or communication.

3. NOTICE

All notices, requests, demands, and other communications that are required or permitted to be given under this Agreement will be in writing and will be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, as follows:

COUNTY:
Tarrant County Fire Marshal
2750 Premier St.
Fort Worth, Texas 76111

CITY:
City Manager
City of Everman
212 North Race St.
Everman, Texas 76140

Copy to:
Victoria Thomas
Nichols Jackson LLP
Suite 1800, 500 N. Akard St.
Dallas, Texas 75201

4. NOWAIVER OF IMMUNITY

This Agreement does not waive either the City's or County's rights under a legal theory of sovereign immunity.

5. THIRD PARTY

This Agreement shall not be interpreted to inure to the benefit of a third party not a party to this Agreement. This Agreement 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 Agreement, party's agent, nor party's employee, otherwise provided by law.

6. 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.

7. EFFECTIVE DATE

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

8. TERMINATION OF AGREEMENT

If, for any reason, at any time during any term of this Agreement, the Everman City Council votes to change the name of the Regional Communications Center and no longer use the name and phrase, "Tarrant County," it may do so with no penalty, and the license conferred herein on the City shall expire immediately upon a vote to change said name from the "Tarrant County Regional Communications Center" to any other name.

9. MISCELLEANOUS.

- a. Waiver. No waiver of performance by either party will be construed as or operate as a waiver of any subsequent default of any terms, covenants, and conditions of this Agreement.
- b. Governing Law and Venue. If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action will lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas – Fort Worth Division. This Agreement will be construed in accordance with the laws of the State of Texas.
- c. Successors and Assigns. Neither party hereto will assign or transfer its interest herein without prior written consent of the other party, and any attempted assignment or transfer of all or any part hereof without such prior written consent will be void. This Agreement is binding upon and will inure to the benefit of the City and County and its respective successors and permitted assigns.
- d. Contract Construction. The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party must not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

- e. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.
- f. Captions and Headings. Captions and headings used in this Agreement are for reference purposes only and will not be deemed a part of this Agreement.
- g. Force Majeure. If either party is unable, either in whole or part, to fulfill its obligations under this Agreement due to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies; wars; blockades; insurrections; riots; epidemics or pandemics; public health crises; earthquakes; fires; floods; restraints or prohibitions by any court, board, department, commission, or agency of the United States or of any state; declaration of a state of disaster or of emergency by the federal, state, county, or City government in accordance with applicable law; issuance of an Imminent Threat Alert or Elevated Threat Alert by the United States Department of Homeland Security or any equivalent alert system that may be instituted by any agency of the United States; any arrests and restraints; civil disturbances; or explosions; or some other reason beyond the party's reasonable control (collectively, "Force Majeure Event"), the obligations so affected by such Force Majeure Event will be suspended only during the continuance of such event.
- h. Compliance with Laws. The parties agree to comply with all federal, state and local laws, ordinances, rules and regulations.
- i. Review by Counsel. The parties represent that they have consulted, or had the opportunity to consult, an attorney to seek legal counsel regarding the contents and effects of this Agreement.
- j. Multiple Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A signature received via facsimile or electronically via email will be as legally binding for all purposes as an original signature.
- k. Electronic Signatures. This Agreement may be executed by electronic signature, which will be considered as an original signature for all purposes and have the same force and effect as an original signature. For these purposes, "electronic signature" means electronically scanned and transmitted versions (e.g. via pdf file or facsimile transmission) of an original signature, or signatures electronically inserted via software such as Adobe Sign.
- l. Entire Agreement. This writing embodies the entire Agreement and understanding between parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiples to be effective as of the effective date set forth in this Agreement.

TARRANT COUNTY, TEXAS

CITY OF EVERMAN

By: _____

Tim O'Hare

Craig Spencer

County Judge

City Manager

Date: _____

Date: _____

Attest:

Deputy County Clerk

APPROVED AS TO FORM AND LEGALITY:

By: _____

ATTEST:

By: _____

City Secretary

APPROVED AS TO FORM:

Criminal District Attorney's Office*

** 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.*