

STATE OF TEXAS

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COUNTY OF TARRANT

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INTERLOCAL COOPERATION AGREEMENT

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This **INTERLOCAL COOPERATION AGREEMENT** (“Agreement”) is made as of the Effective Date by and between the City of Everman, Texas, a Texas home-rule municipality, and the Everman Community Development Corporation, a Type B Texas economic development corporation (“ECDC”), (City and ECDC may each be referred to herein as a “Party” and collectively as the “Parties.”)

RECITALS:

WHEREAS, the executive director of the Everman Community Development Corporation (“ECDC”) has recently retired; and

WHEREAS, in an effort to manage expenditures and build up its fund balance, the ECDC does not desire at the current time to hire a full-time salaried executive director but, instead, has proposed that the City allocate to ECDC a portion of the time and services of the City Manager and City Finance Director, as well as a portion of other City resources, toward fulfilling the duties normally provided by the ECDC executive director and that the ECDC pay the City for such services; and

WHEREAS, the City is amenable to the allocation of services and resources with ECDC as set forth herein; and

WHEREAS, the City and the ECDC intend to enter in this Agreement pursuant to the "Interlocal Cooperation Act," Chapter 791 of the Texas Government Code, as amended;

NOW THEREFORE in consideration of the mutual agreements and covenants hereinafter contained and other and valuable consideration, the receipt and adequacy of which is hereby mutually acknowledged, ECDC and Everman hereby agree as follows:

Article I
Term

1.1 This Agreement shall commence on the date first signed by the authorized representatives of the Parties (the “Effective Date”) and end on September 30, 2025 (the “Expiration Date”). The period from the Effective Date to the Expiration Date shall be referred to as the Initial Term.

1.2 This Agreement shall be automatically extended for successive one (1) year renewal periods (each a “Renewal Term”), unless terminated at an earlier date in accordance with the terms of this Agreement. (The Initial Term and all Renewal Terms shall be collectively referred to herein as “Term.”)

Article II

Executive Director and Related Support Services

2.1 City of Everman agrees to allocate and provide a portion of the time and services of the City employees serving in the positions of City Manager and City Finance Director for service as Co-Executive Directors of the Everman Community Development Corporation, specifically to perform the duties set forth on the **Executive Director job description attached hereto and incorporated herein by this reference as Exhibit "A."** In return, Everman Community Development Corporation agrees to pay to City the sum of \$30,000.00 per year for such services, to be paid through one or more administrative transfers from the account or fund of the ECDC to the general fund of the City. The administrative transfers shall be made by the City Finance Director, with notice of each such transfer being provided simultaneously to the ECDC Board Chairman.

2.2 City of Everman agrees to allocate and provide the following related support services to the Everman Community Development Corporation for the fees set forth below, said fees to be paid through one or more administrative transfers from the account or fund of the ECDC to the general fund of the City:

<u>Service</u>	<u>Payment Amount</u>
Secretarial support services	5% of the Base Salary of the City Secretary
Finance administrative support services	5% of Finance Admin.
Finance management software	5% of cost of Finance management software
Personnel management software	5% of Personnel management

The administrative transfers shall be made by the City Finance Director, with notice of each such transfer being provided simultaneously to the ECDC Board Chairman.

2.3 All payments herein shall be made from current revenues available to ECDC. City acknowledges that this Agreement is subject to annual appropriation by ECDC and ECDC agrees to use good faith efforts to secure through appropriations the funding agreed to for the services to be provided by City.

2.4 If ECDC fails to timely pay City under this Agreement, City may temporarily suspend provision of services in accordance with the terms of this Agreement until payment is received.

IV.

Records and Audit

4.1 ECDC, at its expense, shall have the right to audit the records kept by City related to the matters set forth in this Agreement during the City's regular business hours not earlier than five (5) days after delivery of notice to the City requesting such audit.

4.3 To the extent that exercise of the right of audit set forth in section 4.1 discloses otherwise confidential information, ECDC agrees to maintain the confidentiality of such information unless disclosure is otherwise required by law.

V. Termination and Default

This Agreement may be terminated by either Party at any time by providing ninety (90) days' written notice of termination to the other Party. Notwithstanding notice of termination of this Agreement pursuant to this Section V, City shall continue providing the services set forth in Article II of this Agreement up to the date of termination set forth in such notice and ECDC will provide payment for those services provided prior to the termination date.

VI. Miscellaneous.

6.1 **Force Majeure.** If the performance of any provision of this Agreement by either Party is delayed by reason of war, civil commotion, act of God, governmental restrictions, regulations or interferences, fire or other casualty, court injunction, or any circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such Party was delayed.

6.2 **Contractual Relationship.** The relationship described in this Agreement between the Parties is contractual in nature and is not to be construed to create a partnership or joint venture or agency relationship among the Parties. Each party hereto is an independent governmental entity acting pursuant to the state laws and local ordinances regulating its conduct, and the execution of this Agreement shall not be deemed a waiver of the governmental, sovereign, or official immunity afforded by law to the Parties, either individually or collectively, and by execution of this Agreement the Parties make no representations regarding the validity of the actions taken by the other Party hereto.

6.3 **Complete Agreement.** This Agreement embodies the entire agreement of the Parties relating to the subject matter expressly set forth herein, supersedes all prior understandings and agreements regarding such subject matter, and may be amended, modified, or supplemented only by an instrument or instruments in writing executed by all the Parties.

6.4 **Captions.** The captions, headings, and arrangements used in this Agreement are for convenience only and shall not in any way affect, limit, amplify, or modify its terms and provision.

6.5 **Governing Law and Venue.** This Agreement and all agreements entered into in

connection with the transactions contemplated by this Agreement are, and will be, executed and delivered, and are intended to be performed in the County of Tarrant, State of Texas, and the laws of Texas shall govern the validity, construction, enforcement, and interpretation of this Agreement. In the event of litigation between the Parties hereto, their successors or assigns, regarding this Agreement and any subsequent supplementary agreements or amendments, venue shall lie exclusively in Tarrant County, Texas.

6.6 **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 any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal or unenforceable provision(s) to carry out as near as possible the original intent of the Parties.

6.7 **Further Assurances.** Each Party agree to perform any further acts and to sign and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.

6.8 **Notice.** Whenever this Agreement requires or permits any consent, approval, notice, request, proposal, or demand from one Party to another, the content, approval, notice, request, proposal, or demand must be in writing to be effective and shall be delivered to the Party intended to receive it at the address(es) shown below:

If to ECDC:

Everman Community Development Corp.
Attn: Executive Director
212 N. Race Street
Everman, TX 76140

If to City

City of Everman
Attn: City Manager
212 N. Race Street
Everman, TX 76140

6.9 **Effective Date.** This Agreement shall be binding on the Parties when first signed by the authorized representatives of each Party.

6.10 **Counterparts.** This Agreement may be signed in multiple counterparts, each of which shall be deemed an original instrument, and all of which shall be deemed to constitute one and the same instrument.

6.11 **Recitals.** The recitals to this Agreement constitute a part of this Agreement.

(Signature page to follow)

Signed and Agreed this _____ day of _____, 2025.

Everman Community Development Corporation

By: _____
Susan Helgesen, Co-Executive Director

Signed and Agreed this _____ day of _____, 2025.

City of Everman, Texas

By: _____
Craig Spencer, City Manager

ATTEST:

Mindi Parks, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney

Exhibit A
ECDC Executive Director Job Description
[to be attached]

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