

**THE STATE OF TEXAS**

**INTERLOCAL AGREEMENT**

**COUNTY OF TARRANT**

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

WHEREAS, the CITY is requesting the COUNTY's assistance with the development of a Flood Assessment/Master Drainage Study (Study) for Chambers Creek and its tributaries located within the City Limits of Everman, Texas. The purpose of the Study is to identify areas where a high flood risk exists, or has the potential to exist, for current and/or future conditions within the natural floodplain of Chambers Creek and its tributaries.

WHEREAS, the Texas Division of Emergency Management (TDEM) has issued a sub-grant to Tarrant County for Hazard Mitigation Grant Program (HMGP) DR-4466, Tropical Storm Imelda;

WHEREAS, the sub-grant award in the amount of \$127,094.00 is designated for the development of a drainage and flood study in the City of Everman as described herein;

WHEREAS, the required local government funding match for the sub-grant award is \$31,773.50;

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 COUNTY will make the performance and payment from current revenues legally available to the COUNTY; 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 representative to sign this Agreement; and
- e. The COUNTY and CITY acknowledge that they are each 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.

NOW, THEREFORE, the COUNTY and the CITY agree as follows:

## **TERMS AND CONDITIONS**

### **1. COUNTY RESPONSIBILITY**

The COUNTY will select an engineering design consultant (Consultant) to perform the Study. The selection of the Consultant will be in accordance with the procurement requirements of TDEM for this sub-grant award.

The COUNTY will coordinate with the CITY to develop a Scope of Services for the Study.

The COUNTY will pay one hundred percent (100%) of the local government funding match requirement, up to \$31,773.50.

### **2. CITY RESPONSIBILITY**

The CITY will provide the Consultant with access to municipal property, if necessary, to complete the requirements identified in the Study’s Scope of Services.

The CITY will obtain legal access rights to private property, if necessary, for the purpose of completing the Study’s Scope of Services.

Upon request, the CITY will furnish the Consultant with any flood-related data maintained by the CITY, as may be available.

The CITY agrees to reimburse the COUNTY for Consultant expenses over the local government funding match requirement of \$31,773.50.

### **3. 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 immunity.

**4. 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.

**5. 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.

**6. EFFECTIVE DATE**

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

**7. TERMINATION OF AGREEMENT**

This Agreement will automatically terminate upon completion of the Study, as determined by the COUNTY, or September 30, 2023, whichever date occurs first.

TARRANT COUNTY, TEXAS

CITY OF EVERMAN

\_\_\_\_\_  
COUNTY JUDGE

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

  
\_\_\_\_\_  
Authorized City Official

Date: 1/4/22


Recommended for Approval:

\_\_\_\_\_  
COMMISSIONER, PRECINCT 1

APPROVED AS TO FORM\*

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
Criminal District Attorney's Office\*

  
\_\_\_\_\_  
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.