

**STATE OF TEXAS           §       Funding Interlocal Agreement for**  
**§       Christopher Drive Reconstruction**  
**COUNTY OF TARRANT §**

This interlocal agreement (ILA) is entered into between Tarrant County, Texas, hereinafter referred to as COUNTY, and the City of Everman, hereinafter referred to as CITY, and collectively referred to as the parties, for the purpose of providing funding through the 2006 Tarrant County Transportation Bond Program (TBP) to a needed transportation project within the boundaries of both parties which the Commissioners Court of the COUNTY and the governing body of the CITY find serves a public purpose and serves the public welfare of the citizens of Tarrant County.

The COUNTY and the CITY make the following findings of fact:

1. This ILA is made pursuant to Chapter 791 of the Texas Government Code;
2. To the extent necessary, the parties will use current revenues to pay obligations in this ILA;
3. The project benefits the public in that it is a needed transportation project;
4. The COUNTY and the CITY each has the legal authority to perform its obligations in this ILA;
5. The division of costs provided in this ILA constitute adequate consideration to each party; and
6. Both parties acknowledge they are each a “governmental entity” and not a “business entity” as those terms are defined in Texas Government Code Section 2252.908, and therefore, no disclosure of interested parties is required.

**I.**  
**PROJECT DESCRIPTION**

This Project, hereinafter referred to as PROJECT, will consist of the reconstruction of Christopher Drive from Everman Parkway to Marlene Street.

**II.**  
**SCOPE OF SERVICES**

The services and responsibilities to be provided by the CITY and the COUNTY shall be addressed in a separate Construction ILA.

**III.**  
**TERM**

This ILA shall become effective upon the approval of both parties and shall terminate on September 30, 2023, unless extended in writing and approved by both parties.

**IV.**  
**FISCAL FUNDING ACKNOWLEDGEMENT**

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for payments due under this ILA, then the affected party will immediately notify the other party of such occurrence and this ILA shall be terminated on the last day of the fiscal period for which appropriations were received without penalty or expense to the affected party of any kind whatsoever, except to the portions of annual payments herein agreed upon for which funds shall have been appropriated.

**V.**  
**COST**

The COUNTY agrees to reimburse the CITY for the cost of the asphalt materials and milling services required for the PROJECT in an amount not to exceed \$97,000.00 in accordance with the payment schedule in Attachment A. Any reimbursement request from the CITY should include: 1) a copy of the invoice or billing for asphalt materials and any road milling costs; and 2) a copy of the check, a certification letter, or other documentation to verify the CITY's proof of payment.

The CITY understands that the CITY will be responsible for any other expenses incurred by the CITY in performing the services under the Construction ILA.

**VI.**  
**AGENCY-INDEPENDENT CONTRACTOR**

Neither the COUNTY nor any employee thereof is an agent of the CITY, and neither the CITY nor any employee thereof is an agent of the COUNTY. This ILA does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment by the other party.

The COUNTY will have no right to control the manner or means of construction of the CITY's contractor for this PROJECT.

**VII.**  
**ASSIGNMENT**

Neither party may assign, in whole nor in part, any interest it may have in this ILA without the prior written consent of the other party.

**VIII.**  
**THIRD PARTY BENEFICIARY EXCLUDED**

No person other than a party to this ILA may bring a cause of action pursuant to this ILA as a third party beneficiary. This ILA may not be interpreted to waive the sovereign or governmental immunity of any party to this ILA to the extent such party may have immunity under Texas law.

**IX.**  
**AUDIT OF RECORDS**

The CITY's records regarding this PROJECT shall be subject to audit by the COUNTY during the term of this ILA and for two years after the completion of the PROJECT.

**X.**  
**ENTIRE AGREEMENT**

This ILA represents the entire understanding of and between the parties and superseded all prior representations. This ILA may not be varied orally but must be amended by written document of subsequent date duly executed by these parties.

**XI.**  
**VENUE**

This ILA shall be governed by the laws of the State of Texas and venue for any action under this ILA shall be in the district courts of Tarrant County, Texas.

**XII.**  
**SCHEDULING**

The CITY agrees that the COUNTY retains control over the reimbursement payment schedule identified in Attachment A. The COUNTY agrees to notify the CITY of any changes to the reimbursement payment schedule 30 days in advance. Such notification will be in the form of written correspondence by e-mail or regular mail.

**XIII.**  
**TERMINATION**

Until funded by the COUNTY as described in Section V, this ILA may be terminated by either party by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. Such notice shall be deemed given when personally delivered or mailed by certified or registered mail (with return-receipt and postage prepaid) and addressed to:

COUNTY:  
County Administrator  
Tarrant County  
100 E. Weatherford Street  
Fort Worth, Texas 76196

CITY:  
City Manager  
City of Everman  
212 N. Race Street  
Everman, Texas 76140

**XIV.**  
**SOVEREIGN POWERS**

The COUNTY and the CITY agree and understand neither Party waives or surrenders any of its governmental powers by execution of this ILA.

**APPROVED** on this day the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Tarrant County.

Commissioners Court Order No. \_\_\_\_\_.

**TARRANT COUNTY, TEXAS**

**CITY OF EVERMAN**

\_\_\_\_\_  
B. Glen Whitley, County Judge

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

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

***APPROVED AS TO FORM:***

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

\_\_\_\_\_  
Alan Wayland, 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.

***CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF***

\$ \_\_\_\_\_ *as follows:*

Fiscal year ending September 30, 2022:	\$97,000.00
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	\$97,000.00**

\_\_\_\_\_  
Auditor's Office

***\*\* Funded by 2006 TBP discretionary funds from Precinct 1***

## ATTACHMENT A

### **Project Information**

Jurisdiction: City of Everman  
Project Name: Christopher Drive Reconstruction (Everman Pkwy to Marlene St)

### **Project Schedule**

	Start Date	Duration (mo.)	End Date
Design:	-	-	-
ROW Acquisition:	-	-	-
Utility Relocation:	-	-	-
Construction:	May-2022	4	Aug-2022

### **County Payment by Phase**

Design:	\$0
ROW Acquisition:	\$0
Utility Relocation:	\$0
Construction:	\$ 97,000
TOTAL:	\$ 97,000*

\* Funded by 2006 TBP discretionary funds from Precinct 1

### **County Payment Schedule by Calendar Quarter (SUBJECT TO CHANGE)**

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
2020	\$	\$	\$	\$
2021	\$	\$	\$	\$
2022	\$	\$47,000	\$50,000	\$
2023	\$	\$	\$	\$