

THE STATE OF TEXAS
COUNTY OF TARRANT
INTERLOCAL AGREEMENT FOR
THE RECONSTRUCTION OF A
WALKING TRAIL
WITHIN THE CITY OF FORT WORTH

This Agreement is between Tarrant County, Texas ("COUNTY") acting by and through its duly authorized County Commissioner Court, and the City of Fort Worth, 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 a walking trail within the City of Fort Worth:

- Reconstruction of Carver Heights Walking Trail located at E Rosedale and Plaza Circle being approximately 1,500 square yards, to replace asphalt with concrete

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 pay for a portion of the Project cost not to exceed the amount of twenty-five thousand (\$25,000) dollars. Funding is available in 579061/26100-2023/6110300000.
- 1.2 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 2023. In the event that such funding is not allocated beyond the current fiscal year 2023 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 CITY will furnish a site for dumping waste in close proximity to the job site for materials generated during this Project.
- 2.2 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.
- 2.3 CITY will restore all vegetation following completion of reconstruction.

3. PROCEDURES DURING PROJECT

- 3.1 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 walking trail. The reference to a "portion of the Project" as used in this Agreement refers to an individual walking trail 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. TIME PERIOD FOR COMPLETION

The CITY will have one year to complete the Project and give the COUNTY notice when the Project commences. The COUNTY will not relinquish funds until the Project is complete.

6. 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.

7. 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.

8. EFFECTIVE DATE

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

9. TERMINATION OF AGREEMENT

The initial term of this Agreement is until October 1, 2024, and will automatically renew for a like term thereafter, with both the term and any renewal being subject to the restriction in Section 1.2, above, 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.

10. COMPLIANCE OF LAWS

In providing the services required by this Agreement, Vendor 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. Vendor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

SIGNED AND EXECUTED this _____ day of _____, 2023

**COUNTY OF TARRANT
STATE OF TEXAS**

CITY OF FORT WORTH

County Judge
Tim O'Hare

Date: _____

Commissioner, Precinct 1
Roy Charles Brooks

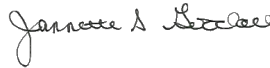


Jessica McEachern, Asst. City Manager

Date: **Mar 29, 2023** _____



Dave Lewis, Acting Director – Park &
Recreation Department


JM

Jannette Goodall, City Secretary



Attest:

APPROVED AS TO FORM

Craig Price

CRIMINAL DISTRICT ATTORNEY'S OFFICE

Attest:

APPROVED AS TO FORM AND LEGALITY

Jeremy Anato-Mensah

Jeremy Anato-Mensah, Asst City Attorney

*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.

Contract Compliance Manager:

By signing I acknowledge that I am the person
responsible for the monitoring and administration
of this contract, including ensuring all
performance and reporting requirements.

Scott Penn

Scott Penn, St. Capital Projects Officer - PARD

County Loop Trail - E. Rosedale

Write a description for your map.

Legend

-  Chef Ches' Kitchen Express
-  Feature 1
-  Feature 2
-  Feature 3
-  Feature 4
-  Overton - Proposed Sidewalk
-  Zoom In Market

