

STATE OF TEXAS

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Form Filler

COUNTY OF TARRANT

**INTERLOCAL AGREEMENT BETWEEN CITY OF FORT WORTH AND  
TARRANT COUNTY**

This Interlocal Agreement (“Agreement”) is made between the City of Fort Worth (“FORT WORTH”), a home-rule municipal corporation of the State of Texas, acting by and through Dana Burghdoff, its duly authorized Assistant City Manager and TARRANT COUNTY, acting herein through Jaimi Parker, its duly authorized Historic Preservation and Archives Officer.

**WHEREAS**, the Texas State Legislature has authorized the formation of interlocal cooperating contracts between and among governmental entities; and

**WHEREAS**, this Agreement is made under the authority granted by and pursuant to Chapter 791 of the Texas Government Code which authorizes FORT WORTH and TARRANT COUNTY to enter into this Agreement for purposes of providing a governmental function or service that each party to the contract is authorized to perform individually;

**WHEREAS**, FORT WORTH and TARRANT COUNTY desire to enter into this Agreement to utilize the Fort Worth Historic and Cultural Landmarks Commission’s 2015 Historic Resources Survey data and existing and future data associated with the City’s Historic Resources survey updates in the Tarrant County Office of Historic Preservation’s historic resources GIS map, and the City to utilize existing and future data associated with the Tarrant County Office of Historic Preservation’s Resource update;

**WHEREAS**, the governing bodies of FORT WORTH and TARRANT COUNTY find that this Agreement is necessary for the benefit of the public and the performance of this Agreement is in the common interest of both parties;

**WHEREAS**, the governing bodies of FORT WORTH and TARRANT COUNTY have authorized entering into this Agreement; and

**WHEREAS**, the governing bodies of FORT WORTH and TARRANT COUNTY, in paying for the performance of governmental functions or in performing such governmental functions, shall make payments only from current revenues legally available to such party.

**NOW THEREFORE, IN CONSIDERATION** of the mutual promises and agreements contained herein, the parties do hereby agree as follows:

**ARTICLE 1.**

**PURPOSE**

The purpose of this Agreement is to utilize the Fort Worth Historic and Cultural Landmarks Commission’s 2015 Historic Resources Survey data in the Tarrant County Office of Historic Preservation’s historic resources geographic information systems (GIS) map.

## **ARTICLE 2.**

### **FORT WORTH'S RESPONSIBILITY**

FORT WORTH will:

1. Provide the 2015 Fort Worth Historic Resources Survey data to the Tarrant County Office of Historic Preservation.
2. Provide existing and future data associated with the City's Historic Resources survey updates.
3. Will credit Tarrant County on the City of Fort Worth Historic Preservation webpage for the data provided.

## **ARTICLE 3.**

### **TARRANT COUNTY'S RESPONSIBILITY**

TARRANT COUNTY will:

1. Incorporate all provided data into the GIS map of historic resources in Tarrant County.
2. Will not edit historic resources information in data provided, but may add additional information, geocoding, or similar as needed.
3. Will make this data available on the Tarrant County Historic Preservation webpage via a GIS map.
4. Will credit the City of Fort Worth on the Tarrant County Historic Preservation webpage for the data provided.
5. Provide the City with requested data from existing and future County Historic Resources survey updates.

## **ARTICLE 4.**

### **TERM AND TERMINATION**

This Agreement shall begin upon the last day executed by all authorized parties and shall continue for a term of five (5) years. The agreement will automatically renew unless otherwise terminated by either party. Either party to this Agreement may terminate this Agreement at any time and for any reason by providing the other party thirty (30) days written notice to the other party or pursuant to Article 15 of this Agreement.

## **ARTICLE 5.**

### **IMMUNITY**

It is expressly understood and agreed that in the execution of this Agreement, no party waives nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

## **ARTICLE 6.**

### **ASSIGNMENT**

TARRANT COUNTY shall not have the right to assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of FORT WORTH, which such right shall be granted solely at the discretion of FORT WORTH.

## **ARTICLE 7.**

### **GOVERING LAW AND VENUE**

This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought on the basis of this Agreement shall lie exclusively in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas – Fort Worth Division. In any such action, each party shall pay its own attorneys' fees, court costs and other expenses incurred as a result of the action.

## **ARTICLE 8.**

### **REMEDIES**

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Agreement may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

## **ARTICLE 9.**

### **SEVERABILITY**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

## **ARTICLE 10.**

### **APPLICABLE LAW**

This Agreement is entered into subject to the Interlocal Cooperation Act, the governing charters and ordinances of FORT WORTH and TARRANT COUNTY, as they may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable Texas and Federal law.

## **ARTICLE 11.**

## **ENTIRE AGREEMENT**

This written instrument contains the entire understanding and agreement between FORT WORTH and TARRANT COUNTY as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with this Agreement. This Agreement may not be amended unless set forth in writing and signed by both parties.

## **ARTICLE 12.**

### **SIGNATURE AUTHORITY**

The person signing this agreement hereby warrants that he/she has the legal authority to execute this agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this Agreement.

## **ARTICLE 13.**

### **INDEPENDENT CONTRACTOR**

It is expressly understood and agreed that TARRANT COUNTY shall operate as an independent contractor as to all rights and privileges granted herein, and not as agent, representative or employee of FORT WORTH. Subject to and in accordance with the conditions and provisions of this Agreement, TARRANT COUNTY shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors and subcontractors. TARRANT COUNTY acknowledges that the doctrine of *respondeat superior* shall not apply as between FORT WORTH, its officers, agents, servants and employees, and TARRANT COUNTY, its officers, agents, employees, servants, contractors and subcontractors. TARRANT COUNTY further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between FORT WORTH and TARRANT COUNTY.

## **ARTICLE 14.**

### **NO WAIVER**

The failure of either party to insist upon the performance of any provision or condition of this Agreement or to exercise any right granted herein shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

## **ARTICLE 15.**

### **NON-APPROPRIATION OF FUNDS**

FORT WORTH and TARRANT COUNTY will use best efforts to appropriate sufficient funds to support obligations under this Agreement. However, in the event that sufficient funds are not appropriated by either party's governing body, and as a result, that party is unable to fulfill its obligations under this Agreement, that party (i) shall promptly notify the other party in writing and (ii) may terminate this Agreement, effective as of the last day for which sufficient funds have been appropriated.

## **ARTICLE 16.**

### **RIGHT TO AUDIT**

TARRANT COUNTY agrees that FORT WORTH shall, until the expiration of three (3) years after termination of this Agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers, records, and communications of TARRANT COUNTY involving transactions relating to this Agreement at no additional cost to FORT WORTH. TARRANT COUNTY agrees that FORT WORTH shall have access during normal working hours to all necessary TARRANT COUNTY facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. FORT WORTH shall give TARRANT COUNTY reasonable advance notice of intended audits.

## **ARTICLE 17.**

### **LIABILITY**

Nothing in the performance of this Agreement shall impose any liability for claims against FORT WORTH or TARRANT COUNTY other than claims for which liability may be imposed by the Texas Tort Claims Act.

## **ARTICLE 18.**

### **AMENDMENTS**

No amendment to this Agreement shall be binding upon either party hereto unless such amendment is set forth in writing, and signed by both parties.

## **ARTICLE 19.**

### **FORCE MAJEURE**

The parties shall exercise their best efforts to meet their respective duties and obligations hereunder, but shall not be held liable for any delay in or omission of performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any state or federal law or regulation, acts of God, acts of omission, fires, strikes, lockouts, national disasters, wars, riots, material or labor restrictions, transportation problems or existing contractual obligations directly related to the subject matter of this

Agreement.

**ARTICLE 20.**

**NOTICE**

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

Fort Worth Historic and Cultural Landmarks Commission:  
Attn: Fort Worth Historic Preservation Officer  
Lorelei Willett  
200 Texas St.  
Fort Worth, Texas 76102

With Copy to the City Attorney at the same address

Tarrant County Office of Historic Preservation:  
Attn: Tarrant County Historic Preservation and Archives Officer  
Jaimi Parker  
200 Taylor St.  
Fort Worth, TX 76196

*(signature page follows)*

EXECUTED on this the 8 day of September, 2023.

**ACCEPTED AND AGREED:**

**CITY OF FORT WORTH:**

<p>By: <u><i>Dana Burghdoff</i></u> <small>Dana Burghdoff (Sep 19, 2023 17:43 CDT)</small> Name: Dana Burghdoff Title: Assistant City Manager</p> <p>Date: <u>Sep 19, 2023</u></p> <p><b>APPROVAL RECOMMENDED:</b></p> <p>By: <u><i>[Signature]</i></u> <small>DJ Harrell (Sep 19, 2023 08:02 CDT)</small> Name: D.J. Harrell Title: Development Services Director</p> <p><b>ATTEST:</b></p> <p>By: <u><i>Jannette Goodall</i></u> Name: Jannette Goodall Title: City Secretary</p>	<p><b>CONTRACT COMPLIANCE MANAGER:</b> 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.</p> <p>By: <u><i>Lorelei K Willett</i></u> Name: Lorelei Willett Title: Historic Preservation Officer</p> <p><b>APPROVED AS TO FORM AND LEGALITY:</b></p> <p>By: <u><i>Nico Arias</i></u> <small>Nico Arias (Sep 11, 2023 14:54 CDT)</small> Name: Nico Arias Title: Assistant City Attorney</p> <p><b>CONTRACT AUTHORIZATION:</b> <b>M&amp;C:</b> N/A</p>
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**TARRANT COUNTY:**

<p>By: _____ Name: Tim O'Hare Title: Tarrant County Judge</p>	<p><b>APPROVED AS TO FORM:</b></p> <p>By: _____ Criminal District Attorney's Office*</p> <p><small>*By law, the Criminal District Attorney's Office may only approve</small></p>
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Date: _____	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.
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**Signature:**

**Email:** Vania.Soto@fortworthtexas.gov