THE STATE OF TEXAS

AGREEMENT

COUNTY OF TARRANT

This Agreement is between Tarrant County, Texas ("COUNTY"), and the Bourland Cemetery Association. ("CEMETERY").

WHEREAS, the CEMETERY was established in 1886 and serves as the final resting place for many of the first residents of Keller and prominent figures of the area; and

WHEREAS, the CEMETERY has been listed as a Texas Historical site by the Texas Historical Commission since 1981;

WHEREAS, the CEMETERY is requesting the COUNTY's assistance to:

- Resurface the internal cemetery roadways. (Approximately 5,358 square yards.)

Hereinafter, collectively referred to as the "**Project**".

WHEREAS, the Commissioner's Court finds this Project serves a public purpose by facilitating continued access to the CEMETERY by members of the public who wish to pay their respects, remember their ancestors, or investigate local history.

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

TERMS AND CONDITIONS

1. COUNTY RESPONSIBILITY

The COUNTY will furnish the labor and equipment to assist the CEMETERY in completing the Project:

- Resurface the internal cemetery roadways. (Approximately 5,358 square yards.)

2. CEMETERY RESPONSIBILITY

2.1 The CEMETERY will furnish and pay for the actual cost of the materials, including any delivery or freight cost. The CEMETERY will provide a purchase order and will be billed directly by the material supplier. The COUNTY may accumulate and bill the CEMETERY for incidental material cost.

2.2 The CEMETERY will pay for one-half of the COUNTY's fuel used to construct this Project. The COUNTY will invoice the CEMETERY for the fuel consumed at the conclusion of the Project.

2.3 The CEMETERY will be responsible for all traffic control necessary to safely construct this project. This responsibility includes all advance notices, signage, barricades, pilot vehicles, and flagmen necessary to control traffic in and around the construction site. The CEMETERY will be responsible for and provide portable message boards to supplement traffic control as needed.

2.4 The CEMETERY will remove the existing surface and make any necessary roadway repairs and preparations prior to the COUNTY starting work.

2.5 The CEMETERY will adjust all utilities, manholes and valve boxes for this Project.

2.6 The CEMETERY will provide the COUNTY with a hydrant meter and all the water necessary for construction of the Project at no cost to the COUNTY.

2.7 The CEMETERY will provide or pay for any engineering, survey, and laboratory testing required for this Project.

2.8 The CEMETERY will furnish a site for dumping all spoils and waste materials generated during construction of this Project.

2.9 The CEMETERY will provide the material to backfill the pavement edges for this project.

2.10 If required, the CEMETERY will be responsible for the design and development of a Storm Water Pollution Prevention Plan (SWPPP).

2.11 The CEMETERY further agrees to pay for all cost (including sub-contractor materials, labor, and equipment) associated with the implementation of the plan. The COUNTY will be responsible for maintenance of the plan during the duration of the Project. Documentation and record keeping of the SWPPP will be the responsibility of the CEMETERY.

3. PROCEDURES DURING PROJECT

COUNTY retains the right to inspect and reject all materials provided for this Project.

If the CEMETERY has a complaint regarding the construction of the project, the CEMETERY must complain in writing to the COUNTY no later than 30 days of the date of project completion.

4. NO WAIVER OF IMMUNITY

This Agreement does not waive COUNTY rights under a legal theory of sovereign immunity. This Agreement does not waive CEMETERY rights under a legal theory of sovereign immunity.

5. OPTIONAL SERVICES

If requested by the CEMETERY, the COUNTY will apply permanent striping coordinated through the Transportation Department. Application of striping by the COUNTY is limited to Project roadways. If the CEMETERY desires permanent striping applied to any roadways or portions of roadways not covered by this Agreement, the CEMETERY will need to enter into a separate agreement with the COUNTY for the provision of those services.

6. TIME PERIOD FOR COMPLETION

The CEMETERY will give the COUNTY notice to proceed at the appropriate time. However, the COUNTY is under no duty to commence the PROJECT at any particular time.

7. 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.

8. 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.

9. EFFECTIVE DATE

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

10. TERMINATION

This Agreement will automatically terminate on either February 28,2026 or on the date the project is completed, whichever occurs first. Notwithstanding the foregoing, or any other language to the contrary, either party may terminate this Agreement without cause upon thirty (30) days' written notice to the other party prior to the intended date 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 that the CEMETERY remains liable to the COUNTY for any outstanding invoice for materials that the COUNTY provides for the project, if any.

11. COMPLIANCE WITH LAWS

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

12. EXECUTION OF AGREEMENT

This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken

TARRANT COUNTY, TEXAS

Tim O'Hare
County Judge

Date: _____

BOURLAND CEMETERY

Scotty Mullins
Cemetery Association President

Date: 7-24-25

Matt Krause
Commissioner, Precinct 3

Date: _____

APPROVED AS TO FORM*

Criminal District Attorney's Office*

* 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.