

**INTERLOCAL AGREEMENT BETWEEN TARRANT COUNTY
AND THE CITY OF KELLER**

This Interlocal Agreement (“Agreement”) is between TARRANT COUNTY, TEXAS (the “COUNTY”) and the CITY OF KELLER (the “CITY”) and shall be effective on January 12, 2021 (the “Effective Date”). The COUNTY and the CITY have reviewed the Agreement and each make the following findings:

WHEREAS, on March 11, 2020, the World Health Organization declared COVID-19 a worldwide pandemic; and

WHEREAS, President Donald Trump, Governor Greg Abbott, and County Judge Whitley have issued Declarations of Disaster for the United States, the State of Texas, and the COUNTY, respectively; and

WHEREAS, the CITY desires to provide the COUNTY with a number of the CITY’s resources to help the COUNTY administer COVID-19 vaccinations; and

WHEREAS, this Agreement is made pursuant to the authority of Sections 791.001-792.029 of the Texas Government Code; and

WHEREAS, the expenses of any payments or performance required by this Agreement shall come from current revenues legally available to the parties; and

WHEREAS, the subject of this contract is necessary for the benefit of the public and each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract; and

NOW, THEREFORE, for and in consideration of the mutual undertaking hereinafter set forth and for adequate consideration given, the Parties agree to the following:

1. Scope of Services. The CITY shall assist the COUNTY in administering the North East Tarrant County Vaccination Site located at the Hurst Convention Center and other sites in the northeast portion of the county by assigning staff and resources to perform work for the COUNTY on COVID related activities. CITY staff will perform duties such as providing shots to citizens, first aid, security, traffic flow, and administrative support functions. The CITY shall provide the COUNTY with a point of contact for any issues that may arise with the identified employees. The County Public Health Director shall be the point of contact for the CITY and shall determine the tasks to be completed by the designated employees. The specific manner in which these tasks are completed shall be directed by the CITY. The CITY may also provide equipment, materials, and supplies to carry out the functions of the vaccination site as needed. These item categories may include digital signage, medical supplies, medical waste disposal, office supplies, information technology equipment, tents, and shuttle bus services.

2. Payment. The CITY will provide the COUNTY with reports of personnel and any other expenses incurred in support of the vaccination program. The Parties further agree that the consideration for this Agreement shall be the mutual benefit of providing the services outlined in Paragraph 1 for the residents of CITY and the COUNTY.

3. Designated Employees. The CITY shall be responsible for designating the agreed upon number of employees needed to assist the COUNTY.

4. Term and Termination. This Agreement shall begin on the Effective Date and remain in effect until June 30, 2021. Either party may terminate this Agreement with thirty (30) days written notice. If the COUNTY is not satisfied with the quality of services being provided by a specific individual, the COUNTY may request an immediate reassignment.

5. No Employment Relationship. The CITY shall control the manner that the designated employees complete their work. The CITY acknowledges that the designated employees remain employed with the CITY. The Parties further acknowledge that they do not have a joint employer relationship and that the CITY remains responsible for the continued payment of the designated employees and related taxes.

6. Not Debarred. The CITY represents that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency.

7. Choice of Law. The venue for any legal proceeding arising out of this Agreement shall lie in a court of competent jurisdiction in Tarrant County, Texas. This Agreement shall be governed by the laws of the State of Texas. Governing law and venue shall survive termination of this Agreement.

8. Entire Understanding. This Agreement represents the entire understanding between the Parties and supersedes all prior representations.

EXECUTED by the duly authorized Parties below:

THE CITY OF KELLER

TARRANT COUNTY

By: _____
Name: Armin Mizani Date
Title: Mayor

By: _____
Name: B. Glen Whitley Date
Title: County Judge

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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF \$ _____

_____ Date: _____
AUDITOR