

THE STATE OF TEXAS

INTERLOCAL AGREEMENT

COUNTY OF TARRANT

This Interlocal Agreement is entered between Tarrant County, Texas ("COUNTY"), and the City of Keller ("CITY").

WHEREAS, the COUNTY and CITY desire to launch a **Remote Video Magistration Project** ("PROJECT") on CITY premises to provide Remote Video Magistration Services ("SERVICES") to the citizens of Tarrant County; and

WHEREAS, the CITY requires technical assistance from the COUNTY to implement the PROJECT; and

WHEREAS, the CITY requires the COUNTY'S assistance with securing certain equipment for the PROJECT; and

WHEREAS, the Interlocal Cooperation Act contained in Chapter 791 of the Texas Government Code provides legal authority for the parties to enter into this Agreement; and

WHEREAS, during the performance of the governmental functions and the payment for the performance of those governmental functions under this Agreement, 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 City Council of the CITY each make the following findings:

- a. This Agreement serves the common interests 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 COUNTY and the CITY have authorized their designated representative to sign this Agreement; and
- e. Both parties acknowledge that they are each a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

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

TERMS AND CONDITIONS

1. COUNTY RESPONSIBILITY

- 1.1 COUNTY will provide equipment and services as identified in the "Remote Video Magistration Municipalities City of Keller Infrastructure Assessment" ("ASSESSMENT") attached hereto as "Exhibit A."
- 1.2 COUNTY will provide ongoing maintenance and support for the COUNTY-provided equipment.
- 1.3 COUNTY will provide training for CITY personnel pertaining to the use of COUNTY-provided PROJECT equipment prior to PROJECT commencement date.

2. CITY RESPONSIBILITY

- 2.1 CITY will provide equipment as identified in the ASSESSMENT.
- 2.2 CITY will provide ongoing maintenance and support for the CITY-provided equipment.

3. PROCEDURES DURING PROJECT

- 3.1 Parties agree that technical setup for the PROJECT will commence within 30 days of ILA execution, or on any date that both parties agree to in writing.
- 3.2 COUNTY retains the right to inspect and agree to the completed setup prior to providing any support.

4. PROJECT POINT OF CONTACT:

- 4.1 COUNTY: Russell D. Scott, Deputy Chief Information Officer
Information Technology Department
RDScott2@TarrantCounty.com
(817) 212-7468
200 Taylor Street, 4th Floor
Fort Worth, TX 76196-0213
- 4.2 CITY: Chad Allen, Captain
City of Keller
CAllen@cityofkeller.com
(817) 743-4500
330 Rufe Snow Drive
Keller, TX 76248

5. NO WAIVER OF IMMUNITY

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

6. 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.

7. JOINT VENTURE AND 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. TERM AND TERMINATION

- 9.1 CITY and COUNTY agree to perform all responsibilities identified in the ASSESSMENT by December 31, 2021. Prior to December 31, 2021, the parties may agree in writing to extend the date for completion of party responsibilities.
- 9.2 The parties agree CITY shall only be allowed to utilize COUNTY-provided equipment while SERVICES are provided. CITY agrees termination of SERVICES shall result in termination of this Agreement. CITY shall provide thirty (30) days' prior written notice to COUNTY of intent to terminate SERVICES. Notwithstanding any other language to the contrary herein, either party may terminate this Agreement for convenience upon thirty (30) days' written notice to the other party. In the event of termination of this Agreement, neither party shall have any further obligations to the other party.
- 9.3 Upon termination of this Agreement, COUNTY shall take possession of all COUNTY-provided equipment and will pay for costs of uninstallation and removal or return delivery of said equipment.

TARRANT COUNTY, TEXAS

CITY OF KELLER

B. Glen Whitley
County Judge

Mark Hafner
City Manager

Date: _____

Date: _____

APPROVED AS TO FORM*

APPROVED AS TO FORM AND LEGALITY

Criminal District Attorney's Office*

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.