

THE STATE OF TEXAS

INTERLOCAL AGREEMENT

COUNTY OF TARRANT

This Interlocal Agreement (“Agreement”) is entered between Tarrant County, Texas (“COUNTY”), and the City of North Richland Hills, Texas (“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 North Richland Hills; 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 shall provide equipment and services as identified in the “Remote Video Magistration Municipalities City of North Richland Hills Infrastructure Assessment” (“ASSESSMENT”) attached hereto as “Exhibit A,” (referred to as “COUNTY-provided equipment”).
- 1.2 COUNTY shall provide ongoing maintenance and support for the COUNTY-provided equipment as identified in Exhibit “A.”
- 1.3 COUNTY shall provide training for CITY personnel pertaining to the use of COUNTY-provided PROJECT equipment prior to PROJECT commencement date.
- 1.4 COUNTY shall purchase and provide all COUNTY-provided equipment and services directly from the vendor(s) agreed upon by the parties to be utilized for the PROJECT.
- 1.5 For recurring payments, COUNTY will reimburse CITY, who shall contract with and make payments directly to the vendor(s) of CITY’s selection. COUNTY will provide reimbursement in accordance with Section 2.4 of this Agreement

2. CITY RESPONSIBILITY

- 2.1 CITY shall provide equipment as identified in the ASSESSMENT.
- 2.2 CITY shall provide ongoing maintenance and support for the CITY-provided equipment as defined below.
- 2.3 CITY shall provide, or otherwise pay vendor(s) directly, for any equipment or services identified in Exhibit “A” as being provided by the City (“CITY-provided equipment”).
- 2.4 For recurring payments, CITY will consolidate and submit receipts on a semi-annual basis.

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 consent to the completed setup prior to providing any support, which such consent shall not be unreasonably withheld.

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: City of North Richland Hills
Jimmy Perdue, Chief of Police
jperdue@nrhtx.com
(817) 427-7006
4301 City Point Drive
North Richland Hills, Texas 76180

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 AND LIABILITY

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. Each party shall be liable for any claims, for loss, damages, or injury, whether to person or property, caused by the negligent acts or omissions or intentional misconduct of that party's employees, agents, directors, or representatives.

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 for equipment purchase and installation identified in the ASSESSMENT on or before July 01, 2022, except for COUNTY responsibility to reimburse CITY for on-going network costs which shall continue for as long as CITY provides

SERVICES under this Agreement. Prior to July 01, 2022, 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 or CITY-provide equipment identified in the ASSESSMENT while SERVICES are provided under this Agreement. 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 within thirty (30) days of the effective date of termination.

TARRANT COUNTY, TEXAS

CITY OF NORTH RICHLAND HILLS

B. Glen Whitley
County Judge

Mark Hindman
City Manager

Date: _____

Date: _____

APPROVED AS TO FORM*

APPROVED AS TO FORM AND LEGALITY

Criminal District Attorney's Office*

Maleshia B. McGinnis, 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.