

THE STATE OF TEXAS

INTERLOCAL AGREEMENT

COUNTY OF TARRANT

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

WHEREAS, the CITY is requesting the COUNTY's assistance to remove trash, tires, fencing, and other non-motor vehicle type debris from the property with the legal description RUSSELL, JESSE SURVEY Abstract 1328 Tract 3B of Eden Road located within the City limits of Kennedale, Texas (the "**Project**").

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, CITY certifies it has the legal authority to undertake this project pursuant to Texas Local Government Code Section 217.042; 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;
- d. The CITY and the COUNTY have authorized their 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

The COUNTY will assist the CITY in completing the Project by providing the following:

- 1.1 Provide the labor and equipment for removal of all large **non-motor vehicle** debris. (Mobile homes, vehicles, etc. will not be removed with COUNTY equipment.)
- 1.2 COUNTY Environmental Specialist will assess the site post-eviction to evaluate potential biohazards, chemical spills, sewage, drug paraphernalia, etc. to ensure proper clean up and disposal.
- 1.3 COUNTY Health Department Officials will be contacted and on-site if necessary.
- 1.4 COUNTY Fire Marshall may be present during debris removal.
- 1.5 COUNTY Sheriff's Department may be available for back-up to the City of Kennedale Police Department.

2. CITY RESPONSIBILITY

- 2.1 CITY will conduct eviction prior to county debris removal activity.
- 2.2 CITY will provide police support throughout the debris removal.

- 2.3 CITY will furnish a receptacle for the dumping of debris at the job site for waste materials removed during this Project.
- 2.2 CITY will be responsible for all disposal fees associated with the debris.
- 2.2 CITY will furnish necessary traffic controls to include safety barricades to redirect traffic flow to alternate lanes during the project and traffic control personnel if necessary.
- 2.3 CITY will verify the location of all utility locations, mark those locations, and then remove the utilities that will interfere with the progress of the Project.

3. PROCEDURES DURING PROJECT

COUNTY retains the right to inspect and reject all materials provided for this Project. The CITY will provide quality assurance inspection for the Project.

4. 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.

5. TIME PERIOD FOR COMPLETION

The CITY 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.

6. THIRD PARTY

The parties do not enter into this Agreement to protect any specific third party. The intent of this Agreement excludes the idea of a suit by a third-party beneficiary. The parties to this Agreement do not consent to the waiver of sovereign immunity under Texas law to the extent any party may have immunity under Texas law.

7. 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.

8. EFFECTIVE DATE

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

9. TERMINATION OF AGREEMENT

Either party may terminate this Agreement without cause by providing thirty (30) days prior written notice of intent to terminate to the other party. This Agreement will automatically terminate upon completion of the Project or May 31, 2024 whichever date occurs first. This Agreement may be renewed prior to its expiration upon the mutual consent of the parties in writing.

TARRANT COUNTY, TEXAS

CITY OF KENNEDALE

COUNTY JUDGE
Tim O'Hare

Authorized City Official

Date: _____

Date: _____

COMMISSIONER, PRECINCT 2
Alisa Simmons

Date: _____

Attest:

Attest:

APPROVED AS TO FORM*

APPROVED AS TO FORM AND LEGALITY

Criminal District Attorney's Office*

City Attorney

Date: _____

Date: _____

* 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.