

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

INTERLOCAL AGREEMENT

As provided by Chapter 791 of the Texas Government Code, this Interlocal Cooperation Agreement (“Agreement”) is entered into and between **City of Arlington** (the “City”) and **Tarrant County, Texas** (the “County”), (together “Parties”) and shall be effective on _____ (“Effective Date”). The Parties have reviewed the Agreement, and each make the following findings:

WHEREAS, the City owns certain real estate located at 2920 S. Cooper St. Arlington, Texas, as more particularly described in the attached **Exhibit “1”** (the “Premises”), which is attached hereto and incorporated herein by reference as if written word for word; and

WHEREAS, the City is willing and able to offer the use of the Premises to County on a temporary basis; 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, the City and the Commissioners Court of Tarrant County each make the following findings:

- a) This Agreement serves the common interests of both parties;
- b) This Agreement will benefit the public;
- c) Each Party has authorized their representative to sign this Agreement;
- d) Both parties acknowledge that no disclosure of interested parties pursuant to Tex. Gov’t Code Section 2252.908 is required; and
- e) All funds expended by the parties for governmental functions will be from funds legally available to the parties.

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

1. CITY RESPONSIBILITY

The City shall provide the Premises for use by the County.

The City shall provide 24-hour access to the Premises. The City will provide any keys, access cards or similar means to enter the Premises.

The City shall provide routine and preventive maintenance and repair of Premises. For maintenance or repair calls, the City shall respond to routine matters as soon as possible, and at least within 24 hours, for emergencies within four hours.

The City shall not be responsible for any and all activities, individuals, or any County equipment/property located on the Premises during the County's use of the Premises. The City hereby discloses that it does not hold any insurance that covers any and all activities, individuals or equipment located on the Premises.

The City is responsible for providing utilities including electricity, water, gas, and trash.

The City will provide the use of the Premises to the County at no cost.

2. COUNTY RESPONSIBILITIES

The County assumes all the risk related to any and all activities, individuals, as well as any County equipment/property located on the Premises during the County's use of the Premises.

The County shall vacate the Premises when the County's need for the Premises has lapsed, or at the end of the term of the agreement if no extension has occurred.

The County will reimburse the City for the County's electricity use based on the percentage of the square feet occupied exclusively by the County. City will invoice County monthly, and payment of such invoice will be made in accordance with the Texas Prompt Payment Act.

3. USE OF PREMISES

The County shall have use to all common corridors and exclusive use of all rooms at the Premises, excluding Rooms #103, #104, #105, #118, #119, #121, #122, #125, #126, #127 and #136. These room will remain exclusive for City use. The City will transition the rooms for County use at a later date as determined by the City.

The County shall have access to the Premises for the purposes of Tarrant County Public Health related activities twenty-four (24) hours a day, seven (7) days a week, subject to the following conditions:

- a) The County shall use the Premises solely for Tarrant County Public Health related purposes. The County shall not lease/sublease any portion of the Premises.
- b) Other than the alterations shown on **Exhibit "3"**, the County shall not modify, alter, or remodel any portion of the Premises without the express written consent of the City. **Exhibit "3"** is attached hereto and incorporated herein by reference as if written word for word.
- c) The County shall use the Premises in a careful, safe, proper, and lawful manner.
- d) No explosive, hazardous or flammable materials may be stored in the Premises. No gasoline may be stored in the warehouse.
- e) No noxious or offensive activity shall be carried on, in, or around the Premises, nor shall anything be done therein, either willfully or negligently which may be or become an annoyance or nuisance.

- f) Premises may not be used to store trash or rubbish, items emitting odors, plants or any other things which harbor insects, rodents, or other pests.
- g) The County shall not make any duplicate keys or cards without the express written consent of the City. Upon termination of this Agreement County shall surrender any and all keys or access cards to City. If County fails to return City any provided set of keys or access cards, County will absorb the cost of replacing all locks and/or keys.
- h) The County will maintain the premises in good and safe condition and will observe due diligence in securing the premises when entering and exiting. At the end of the Term, County agrees to remove all Tarrant County Public Health property and leave the Premises as good a condition as when it was provided, subject to reasonable wear and tear.
- i) The County will have use of twenty-four (24) parking spaces and two (2) ADA parking spaces in the Visitor's Parking area as depicted on **Exhibit "2"**, which is attached hereto and incorporated herein by reference as if written word for word. The County will have use of five (5) staff parking spaces in the Staff Parking area as depicted on **Exhibit "2"**.

4. INSPECTION AND INSURANCE

The City retains the right to inspect this Premises at any time. The County is to carry insurance or self-insure for General Liability and Contents with combined limits appropriate to the risk in connection with its activities on and in the Premises. The County will provide City with a letter of self-insurance or certificate of insurance with the required insurance.

5. CONDITION OF PREMISES

Except as otherwise provided in this Agreement, the County has inspected and hereby accepts the Premises in its existing condition as of the commencement date of this Agreement or the date that the County takes possession of the Premises, whichever is earlier, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Premises, and any covenants or restrictions of record hereto. The City has made no representations or warranties expressed or implied of any nature whatsoever in connection with the condition of the Premises, and the City shall not be liable for any latent or patent defects therein.

6. FORCE MAJEURE

The City is not responsible for any damage caused by fire, wind, hail or water, or any Act of God, vandalism, or political disturbance.

7. SECURITY MEASURES

The County hereby acknowledges that this Agreement hereunder does not include the cost of guard service or other security measures, and that the City shall have no obligation whatsoever to provide same. Any security measures provided by the City shall not be treated as a guarantee against crime or a reduction in the risk of crime. The County assumes all responsibility for the protection of the County, its guests and its property from acts of third parties. The City shall not

be liable to the County, for damage, or loss to person or property caused by criminal conduct to their persons or property, including theft, burglary, assault, vandalism, or other crimes.

8. NO WAIVER OF IMMUNITY AND THIRD PARTY

This Agreement shall not be interpreted to confer any benefit to a third party not a party to this Agreement. This Agreement 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 Agreement, party's agent, or party's employee, otherwise provided by law.

9. 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.

10. TERM AND TERMINATION

This Agreement shall commence on the Effective Date as stated at the beginning of this Agreement and end on December 31, 2027 (the "Term"). Thereafter, the parties may agree in writing to renew this Agreement for successive five-year terms (the "Renewal Term"). Any such Renewal Term, shall be considered an extension of the original Term. Notwithstanding the foregoing, the parties may agree, by mutual agreement, in writing, to terminate this Agreement prior to the end of the Term. In the event of termination by either party, neither party shall have any further obligations to the other party under this Agreement.

Either party shall have the right to terminate this Agreement without cause in its sole discretion at any time prior to such the expiration of the Agreement by giving the other party at least ninety (90) days' prior written notice of such termination.

Unless the County exercises its Option, as defined in Section 11, then upon termination of this Agreement, the City shall take possession of the entire Premises.

11. OPTION TO ACQUIRE PREMISES

At the expiration of the Term, or upon termination of this Agreement, the County shall have the option to acquire the entire Premises from the City (the "Option"), upon providing proper notice to the City no less than thirty (30) days prior to the termination of this Agreement. Should the County elect to exercise this Option, the County and City hereby agree to enter negotiations to transfer title of the Premises to the County for a period not to exceed ninety (90) days (the "Option Period). If an agreement is not reached during the Option Period, this Option shall terminate, and the City shall take possession of the Premises.

12. COMPLIANCE WITH LAWS.

Throughout the Term of this Agreement, the parties 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. The parties shall be responsible for ensuring its compliance with any applicable laws and regulations, including maintaining any necessary licenses and permits.

13. NOTICES

All notices required herein will be sent to the respective parties by Certified Mail, Return Receipt Requested at the following addresses:

COUNTY: County Administrator, Tarrant County
Attn: G. K. Maenius
100 E. Weatherford St., Suite 404
Fort Worth, TX 76196

Director of Facilities Management
Attn: Michael Amador
100 W. Weatherford St., Suite 460 B
Fort Worth, TX 76196

CITY: City of Arlington
Attn: Fire Chief
620 W. Division Street.
Arlington, TX 76011
Telephone: (817) 459-5515
Fax: (817) 459-1654

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City of Arlington

Tarrant County, Texas

Name: Jonathan Ingols
Title: City of Arlington Interim Fire Chief

Name: Tim O'Hare
Title: County Judge

Date: _____

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.

ATTEST:

Alex Busken, City Secretary

APPROVED AS TO FORM:
Molly Shortall, City Attorney

By: _____

EXHIBIT 1

LEGAL DESCRIPTION

Lot 136, A. NEWTON ADDITION, an Addition to the City of Arlington, Tarrant, County, Texas, according to the Map or Plat thereof recorded in Cabinet A, Slide 5802, of the Plat Records of Tarrant County, Texas.

Exhibit #2
2920 South Cooper Street
Parking



