THE STATE OF TEXAS

INTERLOCAL AGREEMENT

COUNTY OF TARRANT

This Interlocal Agreement is between Tarrant County, Texas ("COUNTY"), and the Tarrant Regional Water District ("DISTRICT").

WHEREAS, the COUNTY is requesting the DISTRICT'S assistance:

The DISTRICT agrees to provide water to the COUNTY for the Tinsley Lane expansion project, not to exceed five acre-feet of water; all being located within the COUNTY (Collectively referred to as 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, the Commissioners Court of the COUNTY and the DISTRICT 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 DISTRICT and the COUNTY have authorized their representative to sign this Agreement; and Collectively, hereinafter referred to as the **"Project"**

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

TERMS AND CONDITIONS

1. COUNTY RESPONSIBILITY

The COUNTY will furnish the labor, and equipment to completing the Project.

2. DISTRICT RESPONSIBILITY

Tinsley Lane Expansion: The DISTRICT will permit the COUNTY to withdraw water from Eagle Mountain Lake for the Tinsley Lane expansion, not to exceed five acre-feet of water, at no cost to the COUNTY.

3. PROCEDURES DURING PROJECT

The COUNTY agrees to monitor and track water usage to ensure it does not exceed the five-acre foot of water allocation provided by the DISTRICT. The COUNTY will report total water usage to the DISTRICT upon completion of 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 DISTRICT rights under a legal theory of sovereign or governmental immunity.

5. TIME PERIOD FOR COMPLETION

The COUNTY is under no duty to commence construction at any particular time. There is no deadline for completion of the Project.

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 & 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

This Agreement will automatically terminate on September 30, 2025 or on the date the project is completed, whichever occurs first. Notwithstanding the foregoing, or any other language to the contrary, either party may terminate this Agreement without cause upon thirty (30) days' written notice to the other party prior to the intended date of termination. In the event of termination by either party, neither party shall have any further obligations to the other party under this Agreement, except that the DISTRICT remains liable to the COUNTY for any outstanding invoice for materials that the COUNTY provides for the project, if any.

This Agreement may be renewed prior to its expiration upon the mutual written consent of the parties.

10. DISCLOSURE

The DISTRICT acknowledges that it is 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.

11. COMPLIANCE WTH LAWS

In providing the services required by this Agreement, DISTRICT 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. Vendor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

12. EXECUTION OF AGREEMENT

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

TARRANT COUNTY, TEXAS

_____
Tim O'Hare
COUNTY JUDGE

Date: _____

_____
Manny Ramirez
COMMISSIONER, PRECINCT 4

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.

TARRANT REGIONAL WATER DISTRICT

_____
Authorized DISTRICT. Officer

Date: _____

Attest:

_____

APPROVED AS TO FORM AND LEGALITY

_____
Attorney for Tarrant Regional Water District