

INTERLOCAL COOPERATION AGREEMENT

This INTERLOCAL COOPERATION AGREEMENT ("Agreement") is entered into by and between the CITY OF EULESS ("City"), a home rule municipal corporation organized under the laws of the State of Texas, and the COUNTY OF TARRANT ("County"), a county organized under the laws of the State of Texas for the purpose of implementing a West Nile Virus Mosquito Surveillance and Response Program.

FINDINGS

The City and County make the following findings in support of entering into this Agreement:

A. The County has consulted with representatives from the Centers for Disease Control, Texas A&M University, Mosquito Control Districts, the State of Texas and local municipalities to create a West Nile Virus Mosquito Surveillance and Response Program;

B. West Nile Virus infections represent a serious public health threat to the citizens of the County and the City;

C. Mosquitoes spread disease without regard to city or county boundaries;

D. The performance of this Agreement by both the City and County will be in the common interest of both parties and will benefit the general public;

E. County and City are making payment, if applicable, from current revenues available to the paying party;

F. Any payment required by this Agreement is in an amount that fairly compensates the performing party for the services or functions performed under this Agreement; and

G. The governing bodies of County and City have each authorized this Agreement.

The City and the County agree as follows:

AGREEMENT

1. WEST NILE VIRUS MOSQUITO SURVEILLANCE AND RESPONSE PROGRAM.

County and City are teaming together to create a West Nile Virus Mosquito Surveillance and Response Program. This program will include the provision of numerous mosquito traps, monitoring the traps, and testing the mosquitoes trapped.

2. TERM.

The term of this Agreement commences on the date of complete execution of this Agreement (the "**Effective Date**") and will expire on September 30, 2013. However, this Agreement will automatically renew for successive terms of 1 year each commencing October 1 of a given year and expiring September 30 of the following year. Either party may terminate this Agreement on 60 days written notice prior to the beginning of any term of this Agreement.

3. DESCRIPTION OF PROGRAM.

3.1. Surveillance Equipment.

The County will provide the City with (i) 5 Gravid Mosquito Traps with electrical batteries, (ii) a battery charger, (iii) an aspirator and (iv) sufficient transport containers. Equipment will be returned to the County if the City no longer uses the equipment as part of this program.

3.2. Surveillance Services

The County will provide the City with (i) a schedule for sample submissions, (ii) processing and testing of the mosquitoes for the presence of West Nile Virus and St. Louis Encephalitis virus, (iii) reports of the test results, (iv) analysis of regional data, and (v) recommendations for response options.

3.3. Trap Operation

City will operate the provided traps in a manner and number in accordance with the plan specified by the county. Trapped mosquito samples will be submitted to the County according to the schedule issued by the County with the information required.

3.4. Education

The County will provide City with (i) education regarding the placement and operation of mosquito traps and (ii) education in Integrated Pest Management methods of mosquito control (iii) a response plan model and assist with adapting the response plan to the City's needs.

3.5. Communication

Each party will provide at least two points of contact for the exchange of information.

3.6. Cooperative Purchasing

Contracts initiated by the County for services related to the surveillance or control of disease carrying mosquitoes will include provision for cooperative purchasing.

3.7 Cost Sharing

A cost sharing model will be developed wherein the City would be responsible for the cost associated with response activities i.e., adulticiding, within their jurisdiction.

4. INDEPENDENT CONTRACTOR.

Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint any party as an agent of any other party, for any purpose whatsoever.

5. LIABILITY.

Nothing in the performance of this Agreement may impose any liability for claims against the City or the County other than claims for which liability may be imposed by the Texas Tort Claims Act.

6. NOTICES.

All written notices called for or required by this Agreement must be addressed to the following, or other party or address as either party designates in writing, by certified mail, postage prepaid, or by hand delivery:

City:
Attn: _____

County:
Attn: County Administrator
Tarrant County Administration Building
100 E. Weatherford Street
Fort Worth, TX 76196

7. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS.

This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations, including, but not limited to, all provisions of the City's Charter and ordinances, as amended.

8. NO WAIVER.

The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder will not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

9. VENUE AND JURISDICTION.

If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement venue for such action will lie in state district courts located in Tarrant County, Texas. This Agreement must be construed in accordance with the laws of the State of Texas.

10. NO THIRD PARTY RIGHTS.

The provisions and conditions of this Agreement are solely for the benefit of the City and County and are not intended to create any rights, contractual or otherwise, to any other person or entity.

11. INTERPRETATION.

In the event of any dispute over the meaning or application of any provision, of this Agreement this Agreement will be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of this Agreement.

12. CAPTIONS.

Captions and headings used in this Agreement are for reference purposes only and may not be deemed a part of this Agreement.

13. ENTIRETY OF AGREEMENT.

This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement

between the City and County as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

14. COUNTERPARTS.

This Agreement may be executed in multiple counterparts, each of which will be considered an original, but all of which will constitute one instrument.

EXECUTED as of the last date indicated below:

CITY OF EULESS:

COUNTY OF TARRANT:

By: _____
City Manager

By: _____
**B. Glen Whitley
County Judge**

Date: _____

Date: _____

APPROVED AS TO FORM/LEGALITY:

APPROVED AS TO FORM:

By: _____
City Attorney

By: _____
Assistant District Attorney*

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney (s).