

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into effective this _____ day of _____, 2015____, by and between the CITY OF **GRAND PRAIRIE** (the "City" herein) and DALLAS BAPTIST UNIVERSITY (the "Entity" herein).

WITNESSETH:

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more local governmental entities may contract with each other for the performance of governmental functions and for the joint use of facilities or services for police protection and for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, the City, for purposes of performing functions of law enforcement through its police department, has an authorized access terminal providing access to the Texas Law Enforcement Telecommunications System ("TLETS");

WHEREAS, TLETS provides potentially valuable law enforcement-related data from intrastate and interstate sources to assist law enforcement in the investigation of crime;

WHEREAS, TLETS is administered by the Texas Department of Public Safety, who in turn grants specific access to TLETS through specifically defined terminals, one of which is held by the City through its police department;

WHEREAS, the Entity desires to access TLETS through the current authorized connection of the City to assist the Entity in the investigation of crime;

WHEREAS, the Entity's investigation of crime serves the purpose of providing police protection and promoting and protecting the health and welfare of local residents;

WHEREAS, the City, by its proximity, will benefit from improved criminal investigation by the nearby Entity; and

WHEREAS, the City desires to allow the Entity to access TLETS through the City's authorized connection for criminal justice purposes by the Entity, with the Entity bearing any additional costs related to the Entity gaining access to TLETS through the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned parties agree as follows:

I.

Terms and Conditions

1. The City agrees to allow the Entity to access the City's authorized TLETS connection for criminal justice purposes.
2. The Entity agrees to bear any costs associated with the Entity gaining access to and using the City's TLETS connection.
3. The Entity agrees that the Entity's use of the City's TLETS connection and information obtained therefrom shall at all times comply with all applicable local, state, and federal regulations.

II.

Miscellaneous

1. The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State or the United States, the parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.
2. The Entity will indemnify and hold harmless the City, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees, arising out of a willful or negligent act or omission of the Entity, its officers, agents, servants and employees under this Agreement; provided, however, that this indemnity shall not apply to any claims, demands, damages, costs, expenses and attorneys' fees arising out of this Agreement based upon any willful or negligent act or omission of the City, its officer, agents, servants and employees.
3. Any financial obligations of the parties under this agreement shall be payable from current revenues available to the respective paying party.
4. This Agreement constitutes the entire agreement between the parties hereto, and supersedes all of their oral and written negotiations, agreements and understandings of every kind. The parties understand, agree and declare that no promise, warranty, statement or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any party hereto or its officers, employees or other agents to induce execution of this Agreement. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing, referring specifically to this Agreement, executed by the parties.

5. The laws of the State of Texas shall govern the validity, enforcement and interpretation of this Agreement. The obligations of the parties are performable and venue for any legal action arising out of this Agreement shall lie in XXX County, Texas.
6. This Agreement shall be binding upon and inure to the benefit of the City and the Entity and their respective representatives, successors and assigns. Except as expressly provided herein, nothing in this Agreement is intended to confer on any person, other than the parties hereto and their respective heirs, personal representatives, successors and assigns, any rights or remedies under or by reason of this Agreement.
7. In addition to the acts recited in this Agreement to be performed by any party, the parties agree to perform, or cause to be performed, any and all such further acts as may be reasonably necessary to consummate the acts or transactions contemplated hereby.
8. The effective date of this Agreement shall be the date stated below.

Dated this _____ day of _____ 2015.

Tom Hart, City Manager
City of Grand Prairie, Texas

ATTEST:

Cathy DiMaggio, City Secretary

Printed Name

Title

Signature

ATTEST:
