

STATE OF TEXAS §
COUNTY OF DALLAS § **KNOW ALL MEN BY THESE PRESENTS:**
 §

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement ("Agreement") is made by and between the City of Grand Prairie, Texas ("City") and the Grand Prairie Independent School District ("GPISD") acting by and through their authorized officers.

RECITALS

WHEREAS, Chapter 791 of the Texas Government Code, as amended, provides authorization for units of local government to enter into Interlocal Cooperation Agreements to perform governmental functions and services; and

WHEREAS, City provides School Resource Officers ("SRO") to GPISD pursuant to an Interlocal Agreement signed July 7, 2009; and

WHEREAS, GPISD desires to use a City School Resource K9 dog ("K9") and related equipment at Grand Prairie Independent School District facilities and agrees to fully fund the resource; and

WHEREAS, the parties desire to enter into Interlocal Cooperation Agreement for the provision of a K9, the SRO K9 handler police Tahoe vehicle ("Vehicle"), and related equipment to be utilized at Grand Prairie Independent School District facilities.

NOW THEREFORE, in consideration of the mutual promises and benefits contained herein and for other valuable consideration, the receipt and sufficiency of where are hereby acknowledged, the parties agree as follows:

ARTICLE I PURPOSE

- 1.1 The purpose of this Agreement is for the City and GPISD to fully fund a School Resource K9 dog and all related expenses including a Vehicle.

ARTICLE II TERM

- 2.1 The initial term of this Agreement is for three (3) years, commencing on the last date of execution by all parties ("Effective Date") and with the option to renew for successive three (3) year terms on the anniversary date of the expiration of the initial term unless either party provides to the other party written notice to terminate ninety (90) days prior to the expiration of the current term.

- 2.2 Either party may terminate this Agreement by giving the other party ninety (90) day prior written notice thereof. If GPISD terminates this agreement prior to the expiration of the initial term, all agreed financial obligations in Article III will accelerate and become due and payable. Any obligation owed by GPISD under this Agreement shall be paid by GPISD to the City within thirty (30) calendar days after receipt of a final invoice from the City.

ARTICLE III FINANCIAL OBLIGATIONS

- 3.1 Each party represents and covenants that their respective financial obligations and liability hereunder shall constitute operating expenses of such party payable from funds annually budgeted and appropriated therefore.
- 3.2 During the term of this Agreement, City and GPISD shall equally bear the cost of funding the actual maintenance, and any veterinary maintenance, injury or illness bills of the K9, regardless of when and where any K9 injury or illness occurred. Based on the City's fiscal year commencing October 1, 2017, the City shall provide GPISD with a detailed itemized invoice for its respective share of the costs under this Section for the previous calendar quarter. GPISD shall pay the City the quarterly invoice in full within thirty (30) calendar days after receipt of such invoice.
- 3.3 During the term of this Agreement, City and GPISD shall equally bear the cost of funding the actual maintenance and fuel of the Vehicle. Based on the City's fiscal year commencing October 1, 2017, the City shall provide GPISD with a detailed itemized invoice for its respective share of the costs under this Section for the previous calendar quarter. GPISD shall pay the City the quarterly invoice in full within thirty (30) calendar days after receipt of such invoice.
- 3.4 In addition to the other financial obligations, GPISD shall make an additional payment during the initial term of this Agreement as follows:
- | <u>Amount of Payment</u> | <u>Due Date</u> |
|--------------------------|------------------|
| \$30,000 | November 1, 2017 |
| \$30,000 | November 1, 2018 |
| \$1,916.20 | November 1, 2019 |
- 3.5 The City agrees to replace either asset at the City's cost if: (1) the K9 dies, retires, or becomes incapacitated; or (2) the Vehicle is totaled or placed out of service.
- 3.6 Any financial obligations related to the School Resource Officer that is assigned to be the K9 handler will continue to be governed by the July 7, 2009 Interlocal Agreement, which is attached hereto as Exhibit A for reference purposes.

- 3.7 **Inspection.** The City shall maintain and preserve, or cause to be maintained and preserved, in accordance with generally accepted accounting practices, a full, complete, accurate and detailed books, records and statements of any financial transactions related to this Agreement for the term of the Agreement. GPISD may inspect any and all records in the City's possession which relate to this Agreement at any time during normal business hours and normal working days upon prior reasonable notice. Such examination shall be conducted in a manner which will not interfere unreasonably with City business.

ARTICLE IV SCHOOL K9 PROGRAM

- 4.1 City agrees to assign one K9 and Vehicle to serve as the GPISD K9 Program. The K9 Program shall be at all times under the control and supervision of the City. The City will be the authority on all City and Law Enforcement issues related to the K9 Program, the campus Principal will be the authority on all campus school issues and the Superintendent will be the authority on all District issues.
- 4.2 The City will work with the GPISD to determine the needs of the campuses related to K9 enforcement and will assign the K9 accordingly. However the City has the ultimate decision on the location and use of the K9 and reserves the right to temporarily reassign the SRO for training or during emergencies at the discretion of the Chief of Police.
- 4.3 The K9 may work on campus during District professional development days with prior approval of the Principal and the Chief of Police. The K9 may not work on campus during student holidays, staff holidays or during summer recess unless expressly assigned to duties at summer school.
- 4.4 The K9 shall have flexible hours assigned by the Chief of Police or his designee.
- 4.5 Any work-related obligations or agreement terms related to the School Resource Officer that is assigned to be the K9 handler will continue to be governed by the July 7, 2009 Interlocal Agreement attached as Exhibit A.
- 4.6 The K9 shall:
- a. Assist GPISD with its drug prevention program and a comprehensive safety program;
 - b. Provide law enforcement services to include but not limited to the investigation, detection and enforcement of State and local criminal laws at GPISD facilities;
 - c. The K9 will not aid the enforcement of GPISD regulations, rules, policies or procedures;

- d. Perform such other law enforcement duties as may be requested by the Superintendent or campus principal, and assigned by the Chief of Police or his designee for the City.

ARTICLE V MISCELLANEOUS

- 5.1 **Notice.** Any notice, demand or request required or permitted to be delivered hereunder shall be deemed received when delivered in person or sent by United States mail, postage prepaid, certified mail, addressed to the party at the address set forth below:

To: GPISD: Superintendent of Schools
Grand Prairie Independent School District 2602
Beltline Road Grand Prairie, TX 75052

To: City: City Manager City of Grand Prairie
P. O. Box 534045
Grand Prairie, Texas 75053-4045

Any party may, at any time, by written notice to the other party, designate different or additional persons or different addresses for the getting of notices hereunder.

- 5.2 **Legal Construction.** No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date of this Agreement and duly executed by both parties.
- 5.3 **Governing Law.** The obligations and undertakings of each of the parties to this Agreement are and shall be performed in Dallas County Texas. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and any venue for any action concerning this Agreement shall be in Dallas County, Texas.
- 5.4 **Entire Agreement.** This agreement embodies the complete understanding of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties and relating to the matters in this Agreement.
- 5.5 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
- 5.6 **Execution.** This agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

5.7 **Immunity.** Nothing in this Agreement, or any other attachment, shall be construed to affect, alter, or modify the immunity of either party under Texas Civil Practice and Remedies Code.

5.8 **Third Parties.** This Agreement does not create any third-party beneficiaries. Nothing in this Agreement, or in the Administrative Regulations, or any other attachment shall be construed to create, expand or form a basis for liability to any third party under any theory of law against either the City or GPISD unless such a basis exists independent of this Agreement under State and Federal law.

5.9 **Waiver of Attorney's Fees.** GPISD and City expressly covenant and agree that in the event of any litigation arising between the parties to this contract, each party shall be solely responsible for payment of its attorneys and that in no event shall either party be responsible for the other party's attorney's fees regardless of the outcome of the litigation.

EXECUTED this _____ day of _____, 2017.

CITY OF GRAND PRAIRIE, TEXAS

By: _____
CITY MANAGER

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY

EXECUTED this _____ day of _____, 2017.

GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT

By: _____

Title: _____

ATTEST:

By: _____

EXHIBIT A
JULY 7, 2009 INTERLOCAL AGREEMENT