

**INTERLOCAL AGREEMENT
BETWEEN THE CITIES OF IRVING, TEXAS AND GRAND PRAIRIE, TEXAS**

WHEREAS, the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes municipalities to enter into agreements with each other to share in the performance of governmental services; and

WHEREAS, on May 4, 2004, the adjoining cities of Irving, Texas (hereinafter "Irving") and Grand Prairie, Texas (hereinafter "Grand Prairie") (collectively "Cities" or individually each "City") entered into an interlocal agreement pursuant to Texas Government Code 791 which authorizes Grand Prairie to utilize all of Irving's contracts;

WHEREAS, Irving and Grand Prairie operate police departments who often times assist each other for law enforcement purposes when necessary; and

WHEREAS, each City desires to ensure the physical fitness abilities of their law enforcement personnel to perform police work; and

WHEREAS, recruiting and hiring quality police officer applicants who meet certain physical fitness standards is critical to maintaining an effective work force for each City's police department; and

WHEREAS, each City recognizes the importance of developing a validated and legally defensible physical fitness entrance test for police officer applicants to ensure there is no disparate impact to protected class applicants; and

WHEREAS, each City believes it is in their best interests and that of their citizens to reduce costs and provide a more uniform regional physical fitness testing standard; and

WHEREAS, the City of Irving has entered into an agreement with FitForce, Inc. ("Vendor") to provide a physical fitness criterion study (the "Study") for the police department under certain terms and conditions; and

WHEREAS, the City of Grand Prairie desires to participate in that Study and is willing to pay for an equal share of the cost of the Study; and

WHEREAS, Irving has notified Vendor of the intent to share Vendor's services with Grand Prairie under the Irving agreement with Vendor, and Vendor has authorized this arrangement;

NOW, THEREFORE, the City Councils of the Cities of Grand Prairie and Irving agree as follows:

1. The preceding recitations of fact are true and incorporated into this Agreement.

2. Irving will allow Grand Prairie to share the services contracted for in the Consulting Agreement between Irving and Vendor, said agreement attached as Exhibit A and incorporated herein for all purposes.
3. The City of Grand Prairie agrees that it will pay the City of Irving \$57,840.60 for its equal share of the cost of the Study being conducted by Vendor.
4. Said payment shall be paid to the City of Irving on or before October 31, 2017.
5. Irving and Grand Prairie agree to a True-up within 60 days from the completion of the contract with Vendor. If the cost of services are more or less than the “not to exceed” amount in Exhibit A, Grand Prairie will be responsible to pay half of any additional costs, or Irving will be responsible for reimbursement to Grand Prairie, as applicable.
6. Nothing contained in this Agreement is intended to create a joint venture or joint enterprise between the Cities. The Cities agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for each of its acts, forbearance, negligence, and deeds and that of its agents or employees in conjunction with performance under this Agreement.
7. The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.
8. If any provision of this Agreement is invalid, illegal, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.
9. This Agreement shall be governed by the laws of the State of Texas. Venue of any action arising from this agreement shall be in Dallas County, Texas.
10. This Agreement may not be modified, altered or amended except by written instrument duly executed by both parties.
11. This Agreement is not assignable or transferrable, either in whole or in part.
12. Nothing in this Agreement is intended to confer any third-party beneficiary status or rights upon any party not a signatory to this Agreement.
13. This Agreement is authorized by the City Councils of Grand Prairie and Irving.
14. Irving and Grand Prairie expressly covenant and agree that in the event of any litigation arising between the parties related to this Agreement, 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.

IN WITNESS WHEREOF, by their signatures hereon, each of the undersigned represents and warrants that they are the duly authorized representatives of each entity and have full right and authority to enter into this Agreement. This Agreement is to be effective upon the signature of both Cities.

CITY OF GRAND PRAIRIE, TX

CITY OF IRVING, TX

By: _____
Tom Hart, City Manager

By: _____
Richard H. Stopfer, Mayor

ATTEST:

ATTEST:

City Secretary

Shanae Jennings
City Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Don Postell
City Attorney

Kuruvilla Oommen
City Attorney