

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

**INTERLOCAL COOPERATION AGREEMENT
FOR JOINT PROVISION OF POLICE SERVICES**

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into on this 18th day of June 2013, by and between the City of University Park, Texas (hereinafter referred to as "CITY"), acting by and through its Mayor or his designee, and the Town of Highland Park, Texas (hereinafter referred to as "TOWN"), and acting by and through its Mayor or his designee.

WITNESSETH:

WHEREAS, the Texas State Legislature has authorized the use of interlocal cooperation agreements between and among governmental entities for the provision of governmental services and functions; and

WHEREAS, this Interlocal Cooperation Agreement is made under the authority granted by and pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791, and as otherwise provided herein, relative to the joint authorization by CITY and TOWN to provide certain police services.

WHEREAS, the governing bodies find that the performance of this agreement is in the common public interest of both parties, and that the services provided pursuant hereto benefit the citizens of the CITY and the TOWN; and

WHEREAS, the parties, in expending funds in the performance of the governmental functions or in performing such governmental functions under this Agreement, shall make payments therefor only from current revenues legally available to such party;

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual agreements contained herein, the parties hereto do hereby agree as follows:

I

AGREEMENT

A. The CITY and TOWN agree, under the terms and conditions provided herein, and with consent of the Highland Park Independent School District, to share the cost of provision of the police personnel, salary and benefits, equipment and supplies, necessary for presentation of the Drug Abuse Resistance Education (D.A.R.E.) program at the Highland Park Intermediate School/McCulloch Middle School for the 2013-2014 school year.

B. The CITY will employ and furnish an appropriately trained and experienced police officer of its Department to conduct the D.A.R.E. program during the term hereof. The total estimated cost for provision of the program during the term of the 2013-2014 school year is \$95,776.00. The parties agree that the CITY will pay 75% of the total cost for provision of the program and the TOWN will pay 25% of such cost for the term hereof. The CITY will advance and pay all such cost as it accrues and the TOWN will reimburse the CITY for its 25% share upon receipt of a statement from the CITY therefore, which statement will be rendered on or before June 30, 2014 and be payable in full on or before August 15, 2014.

II

GENERAL REQUIREMENTS APPLICABLE TO TOWN AND CITY

The following subparagraphs shall apply to this Agreement:

A. (1) IMMUNITY: Nothing in this Agreement shall be construed to affect, alter, or modify the sovereign immunity of either party under the Texas Civil Practice and Remedies Code §§101.001 et seq. It is expressly understood and agreed that in the execution of this Agreement, neither CITY nor TOWN waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to each against claims arising in the exercise of its governmental powers and functions.

(2) INSURANCE: During the term of this Agreement, and any extensions thereof, CITY agrees to obtain and maintain, as part of the cost of providing the services described herein, general liability insurance naming TOWN as an additional insured to protect against potential claims arising out of the CITY's provision of the service. The CITY shall furnish TOWN with a certificate of insurance in accordance with this paragraph within sixty (60) days from the date of execution of this Agreement. Nothing contained herein shall be construed to grant any third party rights or waive the governmental and/or public purpose of the provision of the police service described in this Agreement. TOWN may also have its own insurance, at its own expense, for any liability for such services, if it so chooses.

B. THIRD PARTIES: This Agreement does not create any third-party beneficiaries. Nothing in this Agreement 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 TOWN unless such a basis exists independent of this Agreement under State or federal law.

C. NOTICE: Each notice or other communication which may be or is required to be given under this Agreement shall be in writing and shall be deemed to have been properly given when delivered personally during the normal business hours of the party to whom such communication is directed, or upon receipt when sent by United States registered or certified mail, return receipt requested, postage prepaid, to the appropriate one of the following addresses as may be designated by the appropriate party; however, each party

has a right to designate a different address by giving the other party fifteen (15) days prior written notice of such designation:

If to TOWN:

Mayor
Town of Highland Park
4700 Drexel Drive
Highland Park, Texas 75205

If to CITY:

Mayor
City of University Park
3800 University Blvd.
University Park, Texas 75205

D. MANAGEMENT AUTHORITY During the term of this Agreement, and any extensions thereof, CITY agrees to provide adequate supervision and training of the police officer assigned to provide the DARE program. The CITY shall perform and exercise all rights, duties and functions and services in compliance with all applicable Federal, State and local laws and regulations.

E. ACCOUNTABILITY: CITY agrees to furnish upon the request of TOWN copies of reports of daily activity submitted by the police officer assigned as the D.A.R.E. officer. CITY also agrees to furnish upon the request of TOWN any and all aggregate or statistical information created by CITY to document, track, or report activities of the police officer assigned as the D.A.R.E. officer.

F. CLAIMS AGAINST PARTIES: Each party shall be responsible for defending and/or disposing of all causes arising against the respective party as a result of this program. It is expressly understood and agreed that in the execution of this contract, neither CITY nor TOWN waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to each against claims arising in the exercise of governmental powers and functions.

G. TERM: The term of this Agreement shall be for the 2013-2014 school year commencing on the first day of the Fall school term, 2013.

H. ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties hereto, and no other oral or written commitments shall have any force or effect if not contained herein.

I. SEVERABILITY: In case any one (1) or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and

this Agreement shall be construed as if such invalidity, illegality or unenforceable provision had never been contain herein.

J. **AUTHORITY:** The undersigned officers and/or agents are authorized to execute this contract on behalf of the parties hereto, and each party hereto certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

III

TERMINATION

Either party, or the Highland Park Independent School District, may terminate this Agreement with or without cause, by giving prior written notice of the date of termination to the other party, as provided herein.

IV

REMEDIES

No right or remedy granted or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Agreement may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

V

APPLICABLE LAW

This Agreement is governed by the laws of the State of Texas and venue of any action brought to enforce the terms hereof shall lie exclusively in Dallas County, Texas.

VI

RECITALS

The recitals to this Agreement are incorporated herein for all purposes.

VII

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.

Duplicate originals executed by the parties to be effective on the date first written above.

ATTEST:

CITY OF UNIVERSITY PARK, TEXAS

By: _____
City Secretary

by: _____
W. Richard Davis, Mayor

APPROVED AS TO FORM:

City Attorney

ATTEST:

TOWN OF HIGHLAND PARK, TEXAS

By: _____
Town Secretary

by: _____
Joel T. Williams III, Town Mayor

APPROVED AS TO FORM:

Town Attorney

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

City Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared W. Richard Davis known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the City of University Park, a municipal corporation of Dallas County, Texas, and as the Mayor thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____ 2013.

My Commission Expires:

Notary Public In and For
The State of Texas

Notary's Printed Name

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

Town Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Joel T. Williams III known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the Town of Highland Park, a municipal corporation of Dallas County, Texas, and as the Mayor thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____ 2013.

My Commission Expires:

Notary Public In and For
The State of Texas

Notary's Printed Name