

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF MESQUITE AND THE TOWN OF SUNNYVALE FOR
FUNDING PARTICIPATION IN THE PUBLIC DISPATCH SERVICES STUDY**

WHEREAS, the City of Mesquite, Texas (hereinafter called "City"), and the Town of Sunnyvale (hereinafter called "Town"), desire to enter into an interlocal agreement for the purpose of financially participating in a study to determine the required implementation processes for the City to provide public safety dispatch services to the Town.

WHEREAS, this Agreement is entered into by the authority of the Interlocal Cooperation Act, V.T.C.A., Texas Government Code, Chapter 791, authorizing governmental units, such as cities and counties, to enter into agreements for the purpose of improving the efficiency and effectiveness of local governments.

NOW, THEREFORE, THIS AGREEMENT is hereby made and entered into by City and Town for the mutual consideration stated herein:

WITNESSETH

The City and the Town jointly agree to provide funding for the hiring of a public safety consultant to study and present recommendations on City-provided public safety dispatch for the Town (hereinafter called the "Project").

I. TOWN'S CONTRIBUTION

Town agrees to reimburse City for the costs of the Project in an amount not-to-exceed \$59,085, which is 100 percent of the estimated total Project cost. The Town will also be responsible for 100 percent of the cost of any additional services required that are not covered in the scope of services detailed in the Contract for Professional Consulting Services. Additional services must be approved by both parties before work is performed in order for Town to be responsible for the costs. Additional services will be provided on an hourly basis plus reimbursable expenses as agreed in writing at the time such services are authorized. All expenditures by the Town for the performance of these governmental functions of this Project shall be made from current revenues available to the Town. The obligations of the Town pursuant to this Section I shall expressly survive the termination of this Agreement.

City's invoices to Town shall provide complete information and documentation to substantiate City's charges. Payment to the City will be handled promptly, i.e., within 30 days of Town's receipt of invoices.

II. TOWN'S OBLIGATIONS

Town agrees to participate in, at a minimum, monthly meetings and to provide input, information, data and documentation as requested by the City and/or the consultant throughout the Project process. Town agrees to include City in all communications with the consultant relating to the Project and to provide City with all documents relating to the Project.

III. CITY'S CONTRIBUTION

City agrees to conduct the solicitation for the Project services and contract with the selected consultant. The contract costs will be reimbursed to City by the Town pursuant to the provisions of Article I. Any expenditures by the City for the performance of these governmental functions of this Project shall be made from current revenues available to the City.

IV. CITY'S OBLIGATIONS

City agrees to be responsible for: (1) management of the Project; (2) conducting, at a minimum, monthly meetings; (3) including the Town in communications with the consultant; (4) providing copies of all communications and documents relating to the Project to Town; and (5) providing Town with a copy of the recommendations of the consultant relating to the Project.

In the event that additional services are requested, City agrees to coordinate with the Town to determine the course of action. At the termination of the Project, City will provide Town with a final cost accounting of the Project.

V. TERM

The term of this Agreement shall be from the date of execution of this Agreement to (One year). This Agreement may be terminated by either party by providing _____ days written notice to the non-terminating party; however, Town's obligations under Article I will survive termination of this Agreement.

VI. LIABILITY

City agrees to be responsible for any liability or damages City may suffer as a result of claims, demands, costs or judgements, including reasonable attorney's fees, against City, including workers compensation claims, arising out of the performance of the services under this Agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporations(s) occurring during the performance of this Agreement and caused by the sole negligence of City, its agents, officers and/or employees. City agrees that any liability or damages as stated above occurring during the performance of this Agreement caused by the joint or comparative negligence of the employees, agents and officers of City and Town shall be determined in accordance with the comparative responsibility laws of the State of Texas.

Town agrees to be responsible for any liability or damages Town may suffer as a result of claims, demands, costs or judgements, including reasonable attorney's fees, against Town, including workers compensation claims, arising out of the performance of the services under this Agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporations(s) occurring during the performance of this Agreement and caused by the sole negligence of Town, its agents, officers, and/or employees. Town agrees that any liability or damages as stated above occurring during the performance of this Agreement caused by the joint or comparative negligence of the employees, agents and officers of City and Town shall be determined in accordance with the comparative responsibility laws of the State of Texas.

VII. MISCELLANEOUS

- A. Immunity and Venue.** This Agreement is expressly made subject to Town and City's Sovereign Immunity, Title 5 of the Texas Civil Remedies Code and all applicable State of Texas and Federal laws. This Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie exclusively in Dallas County, Texas.
- B. Not an Agent.** Town and City agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of work covered under this Agreement.
- C. No Third Party Beneficiaries.** The terms and provisions of this Agreement are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of City and Town that any entity other than City or Town receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only. This Agreement is intended only to set forth the contractual right and responsibilities of the Agreement parties.
- D. Entire Agreement.** This Agreement and any attachments contain the entire agreement between the parties respecting the subject matter of this Agreement and supersede all prior and contemporaneous understandings and agreements, whether oral or in writing, between the parties respecting the subject matter of this Agreement.
- E. Severability.** If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or enforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- F. Waiver of Covenants or Conditions.** The waiver by one party of the performance of any covenant or condition under this Agreement shall not invalidate this Agreement nor

shall it be considered a waiver by it of any other covenant or condition under this Agreement.

G. Amendment. This Agreement may be amended at any time by the written agreement of the City and Town. All amendments, changes, revisions and discharges of this Agreement in whole or in part, and from time to time, shall be binding upon the parties despite any lack of legal consideration, so long as the same shall be in writing and executed by the parties thereto.

H. Notice. All notices, requests, demands and other communication under this Agreement shall be in writing and shall be deemed to have been duly given, delivered in person, or three days after mailing (certified mail postage prepaid, return receipt requested) to the respective parties as follows:

TOWN OF SUNNYVALE:

Town Manager
Town of Sunnyvale
127 Collins Road
Sunnyvale, Texas 75182

CITY OF MESQUITE:

City Manager
City of Mesquite
1515 North Galloway Avenue
Mesquite, Texas 75149

The City of Mesquite, State of Texas, has executed this Agreement pursuant to duly authorized City Council Resolution No. _____-2019, Minutes _____ dated the _____ day of _____, 2019.

The Town of Sunnyvale, State of Texas, has executed this Agreement pursuant to duly authorized Town Council Resolution No. 19-40, Minutes _____ dated the 28 day of October, 2019.

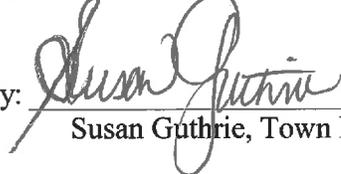
CITY OF MESQUITE

By: _____
Cliff Keheley, City Manager

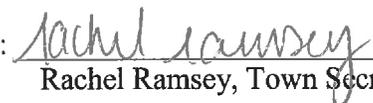
ATTESTED:

By: _____
Sonja Land, City Secretary

TOWN OF SUNNYVALE

By: 
Susan Guthrie, Town Manager

ATTESTED:

By: 
Rachel Ramsey, Town Secretary

APPROVED AS TO FORM:

By: _____
Assistant City Attorney

APPROVED AS TO FORM:

By: Brenda N. McDonald
Town Attorney