

**INTERLOCAL COOPERATION CONTRACT BETWEEN THE CITY OF DENTON, TEXAS,
AND THE CITY OF LEWISVILLE, TEXAS –
U.S. DEPARTMENT OF JUSTICE EDWARD BYRNE JUSTICE ASSISTANCE GRANT
PROGRAM**

This **Interlocal Cooperation Contract (Contract)** is entered into by and between Contracting Parties pursuant to authority granted in and in compliance with [Chapter 791, Texas Government Code](#).

I. CONTRACTING PARTIES:

Receiving Party: City of Lewisville, Texas, by and through its Police Department ("LPD" or "Receiving Party"), a local government of the State of Texas.

Lewisville Police Department
1187 Main Street
Lewisville, Texas 75067
Phone: 972-219-3000
Attn: Brook Rollins, Chief of Police
Email: brollins@cityoflewisville.com

Performing Party: City of Denton, Texas, by and through its Police Department ("DPD" or "Performing Party"), a local government of the State of Texas.

Denton Police Department
601 E. Hickory Street
Denton, TX 76205
Phone: 940-349-8181
Attn: Jessica Robledo, Chief of Police
Email: Jessica.Robledo@cityofdenton.com

II. THE AWARDING OF THE DEPARTMENT OF JUSTICE ASSISTANCE GRANT:

On June 22, 2022, the U.S. Department of Justice - Office of Justice Programs - Edward Byrne Justice Assistance Grant ("JAG Grant") issued Local Solicitation Number O-BJA-2022-171368 for FY 2022 (Exhibit "A"). This program furthers the Department of Justice mission by assisting state, local, and tribal law enforcement efforts to prevent or reduce crime and violence.

Pursuant to this solicitation and in accordance with the 2022 Texas Local JAG Allocation, Denton County, Texas, the City of Denton, Texas, and the City of Lewisville, Texas, were eligible for a JAG Grant totaling \$53,999, in the following amounts:

- a. The City of Denton: \$32,201.

- b. The City of Lewisville: \$21,798.
- c. Denton County: No amount was specified as Denton County did not submit the level of violent crime data to qualify for a direct award from the Bureau of Justice Assistance.

The City of Denton applied for to this solicitation and was awarded a JAG Grant for FY 2022 in the amount of \$53,999 (Exhibit "B"). Neither the City of Lewisville nor Denton County applied for this solicitation. Although the City of Lewisville and Denton County did not apply for this solicitation, the City of Denton understood that the City of Lewisville may be awarded JAG Grant funds, and the funds could be shared with LPD through a Memorandum of Understanding.

The DPD applied for grant funding for the purchase of individual first aid kits (IFAK).

IV. SERVICES TO BE PERFORMED AND OBLIGATIONS:

1. The LPD agrees to purchase individual first aid kits (IFAK) in an amount not to exceed \$21,798.
2. The City of Denton will reimburse funds once IFAKs are purchased, and documentation of such purchases are provided to the City of Denton.
3. It is the Parties understanding this Contract is permitted by the JAG Grant and is for a legitimate law enforcement purpose.
4. The LPD agrees that it will follow all applicable obligations under the JAG Grant that extend to the use of any IFAKs purchased.
5. Each Party shall be responsible for its own record keeping and compliance as required by the JAG Grant.

The LPD agrees that it will not sell or otherwise transfer possession of the IFAKs to a third-party (meaning an entity other than the LPD) unless such sale or transfer is authorized by the JAG Grant.

V. CONTRACT AMOUNT:

The amount paid to the Receiving Party shall not exceed \$21,798. In the event that either Contracting Party pays for the performance of governmental functions or services under this Contract, such party must make those payments from current revenues available to the paying party.

VI. WARRANTIES AND DISCLAIMER:

Each Party warrants (1) it has authority to perform the services under authority granted by the Texas Constitution as a Home Rule Municipality and Chapter 791, *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (3) the representative

signing this Contract on Performing Party's behalf is authorized by its governing body to do so.

VII. TERM AND TERMINATION:

The term of this Contract shall begin upon execution of this Contract by both Parties and shall terminate without any further action required by the Parties upon the reimbursement of funds to the Receiving Party.

The terms in Sections IV.3-5, Article VI, Article VIII, and Article X shall survive the termination of this Contract until such time as the applicable statute of limitations period has run, taking into account any applicable tolling principles.

VIII. NO WAIVER OF IMMUNITY:

It is expressly understood and agreed that under this Contract neither contracting party waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

IX. INDEPENDENT CONTRACTOR:

Nothing contained herein shall be deemed or construed by the Contracting Parties, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties. The Parties assume no liability for any action by the other Party or the performance of the other Party's actions covered under this Contract.

X. ADDITIONAL TERMS AND CONDITIONS:

Venue; Governing Law. Venue for this Contract shall be and remain in Denton County. This Contract, all of its terms and conditions, all rights and obligations of the parties, and all claims arising out of or relating to this Contract, will be construed, interpreted and applied in accordance with, governed by and enforced under, the laws of the State of Texas.

Entire Agreement; Modifications. This Contract supersedes all prior agreements, written or oral, between Performing Party and Receiving Party and will constitute the entire agreement and understanding between the parties with respect to its subject matter. This Contract and each of its provisions will be binding on the Parties, and may not be waived, modified, amended, or altered, except by a writing signed by a duly authorized representative of both Parties.

Assignment. This Contract is not transferable or assignable except upon written approval by Contracting Parties.

No Third-Party Beneficiaries. This Agreement gives no rights or benefits to anyone other than the named Parties and there are no third-party beneficiaries.

Severability. If any one or more of the provisions of this Contract will for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality

or unenforceability will not affect any other provision, and this Contract will be construed as if the invalid, illegal, or unenforceable provisions had never been included.

Public Records. It will be the independent responsibility of Receiving Party and Performing Party to comply with [Chapter 552, Texas Government Code](#) (**Public Information Act**), as it applies to the Contracting Parties' respective information. Receiving Party is not authorized to receive public information requests or take any action under the Public Information Act on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information requests or take any other action under the Public Information Act on behalf of Receiving Party.

FOR THE CITY OF LEWISVILLE, TEXAS

FOR THE CITY OF DENTON, TEXAS

Claire Powell, City Manager
City of Lewisville, Texas

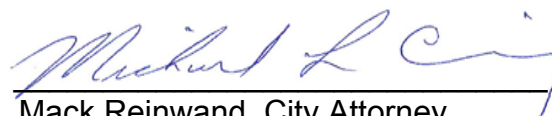
Sara Hensley, City Manager
City of Denton, Texas

Date: _____

Date: _____

APPROVED AS TO FORM AND CONTENT:

Lizbeth Plaster, City Attorney
City of Lewisville, Texas



Mack Reinwand, City Attorney
City of Denton, Texas