

**INTERLOCAL AGREEMENT BETWEEN
DALLAS COUNTY COMMUNITY COLLEGE DISTRICT
AND
COLLIN COUNTY COMMUNITY COLLEGE DISTRICT**

This Interlocal Agreement (“Agreement”) is by and between the Collin County Community College District, a Texas political subdivision of higher education (“Collin College”) and Dallas County Community College District, (“DCCCD”) on behalf of the DCCCD Police Department, (“DCCCD PD”). Collin College, the DCCCD, and the DCCCD PD may hereinafter be referred to individually as “Party” and collectively as “Parties.” The Parties wish to enter into this Agreement pursuant to the follow terms and conditions:

RECITALS:

WHEREAS, Collin College, and the DCCCD, each being political subdivisions of the State of Texas, are authorized to enter into interlocal agreements pursuant to the Texas Interlocal Cooperation Act, Texas Government Code, Chapter 791 (the “Act”); and

WHEREAS, the Act provides that any one or more public agencies may contract with each other for the purpose of government functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of the State and the mutual benefit of the Parties; and

WHEREAS, Collin College owns and operates the Collin College Public Safety Training Center (the “Facility”), which includes three indoor firearm ranges (each a “range”) that may be used for police training and qualification purposes and any other appropriate law enforcement or public safety training;

WHEREAS, the DCCCD PD would like to use the firearms range and participate in activities at the Facility so as to increase the skill and professionalism of its law enforcement and public safety personnel; and

WHEREAS, Collin College and the DCCCD have mutually concluded that it is desirable, practicable, and beneficial for the Parties to enter into this Agreement to memorialize their willingness and ability to assist one another, in order to further enhance training of local law enforcement officers; and

WHEREAS, Collin College and the DCCCD desire to enter into this Agreement to establish the terms and conditions under which DCCCD PD officers may utilize the Facility’s firearm range(s); and

WHEREAS, Collin College and the DCCCD believe that the public safety and welfare will be better served by entering into this Agreement and that this Agreement is in the best interest of protecting the citizenry of Dallas County and Collin County;

NOW THEREFORE, Collin College and the DCCCD enter into this Interlocal Agreement concerning the use of the Facility for good and valuable consideration, and for the mutual promises and benefits that flow to each Party, do hereby agree as follows:

1. **Purpose**: The purpose of this Agreement is to set forth the terms and conditions under which the DCCCD PD may use the firearms range at the Facility which is located at: 3600 Redbud Blvd. McKinney, Texas 75069.
2. **Term**: Subject to prior termination or revocation of this Agreement, this Agreement shall become effective on _____, 2019, and shall remain in place until terminated pursuant to Section 3 of this Agreement.
3. **Termination**: Termination shall be:
 - A. By mutual written consent; or
 - B. At the discretion of either Party upon five (5) days' written notice to the other Party.
4. **Responsibilities of the Parties**: Each Party agrees to the following responsibilities:
 - A. **Responsibilities of the DCCCD PD**: The DCCCD PD shall:
 - i. Provide its own ammunition and targets;
 - ii. Provide its own instructors;
 - iii. Ensure that trash and brass generated during normal range activities is cleaned up, removed, or placed in appropriate containers;
 - iv. Ensure that only sworn police personnel or police cadets utilize the range;
 - v. Review, and abide by, policies, procedures, and rules established by Collin College and the Facility regarding the range;
 - vi. Allow the Facility's range master or designee to inspect the DCCCD PD's officer's and/or cadet's weapons and/or ammo and reject for use on the range, any that the Facility's range master or designee deems unsafe, unfit, or inappropriate for use on the range;
 - vii. Allow the Facility's range master or designee to monitor DCCCD PD's use and training protocols, and will cease training if directed by Facility's range master or designee;
 - viii. Ensure that the Facility is not damaged by the DCCCD PD's negligence or other legal fault and reimburse Collin College's reasonable and actual costs to repair any such damage. Actionable "damage" to the Facility does not include wear and tear incident to normal or proper use;
 - ix. Require DCCCD PD personnel and police cadets who use the Facility to execute the Liability Release and Hold Harmless Agreement which is attached hereto as Exhibit A; and

- x. Timely make payment pursuant to Section 5 of this Agreement.

B. Responsibilities of Collin College: Collin College will:

- i. Retain ultimate authority over the Facility at all times;
- ii. Provide an invoice to the DCCCD as set forth in Section 5 of this Agreement;
- iii. Provide the DCCCD PD with a copy of any of Collin College's policies, procedures, and rules established by Collin College and the Facility regarding the range.

C. Joint Responsibilities: The Parties will:

- i. Coordinate scheduling via email. In order to facilitate scheduling for use of the Facility, the Parties shall each designate personnel who shall be in charge of such scheduling and provide the name and contact information of such person to the other Party;
- ii. Comply with all federal, state, and local laws, statutes, ordinances, regulations, and policies, as they exist, may be amended, or may arise in the future, applicable to the Parties and their activities;
- iii. Ensure that their agents, servants, officers, employees, and other parties for whom Collin College and the DCCCD are responsible (including any instructors or contractors) comply with all applicable laws, statutes, ordinances, regulations, and policies.

5. Payment and Fees: Collin College will provide the DCCCD/DCCCD PD with an invoice in the amount of \$500.00 per 8-hour range session. Invoices shall be sent to:

Steve Evans
Administrative Services Director
Public Safety & Security
Dallas County Community College District Police
1601 S. Lamar St. Dallas, TX 75215
(214)378-1503
Email: SDEvans@dcccd.edu

Upon receipt of said invoice, the DCCCD shall remit payment for services satisfactorily performed in accordance with Chapter 2251 of the Texas Government Code. Payments pursuant to this Agreement: (1) are based on cost recovery; (2) will fairly compensate Collin College for the services provided; and (3) will be made from current revenues available to the DCCCD/DCCCD PD.

6. Party Warranties and Certifications: The Parties make the following representations and warranties set forth below:

- i. The services specified above are necessary and authorized for activities that are properly within the statutory functions and programs of the affected agencies of State Government;
- ii. Each Party has the authority to contract for the services provided herein pursuant to the laws of the State of Texas;
- iii. Each Party has all the necessary power and has received all necessary approvals to execute and deliver this Agreement;
- iv. The representative signing this Agreement on behalf of each Party is authorized by its governing body to do so; and
- v. The services, materials, or equipment contracted for are not required by Section 21 of Article XVI of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

7. **Notice:** All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given if sent by facsimile transmission or mailed by certified mail, return receipt requested, postage prepaid, and addressed as follows:

DCCCD

Collin College

Name:

Name:

Address:

Address

Telephone:

Telephone:

Fax:

Fax:

Email:

Email:

Either Party reserves the right to designate in writing to the other Party any change of name, change of person, or address to which the notices shall be sent.

8. **Loss of Funding:** Performance by each Party of its respective duties and obligations pursuant to this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (“Legislature”) and/or allocation of funds by that Party’s governing board. If Legislature fails to appropriate or allot necessary funds, or a Party’s governing board fails to allocate necessary funds, then the Party that loses funding may terminate this Agreement without further duty or obligation. The Parties agree and acknowledge that appropriation, allotment, and allocation of funds are beyond the Parties’ control.

9. **Insurance/Indemnification:** The Parties are both subject to the Texas Tort Claims Act, Chapter 101.001 et seq., as amended, of the Texas Civil Practice and Remedies Code which sets limits of liability for certain causes of action. Each Party to this Agreement warrants and represents that it is insured under a commercial insurance policy, or is self-insured, for all

claims falling within the Texas Tort Claims Act. Each Party is solely responsible for the actions and omissions of its officers, employees, agents, and representatives. No Party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, its officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein.

- 10. Force Majeure:** It is expressly understood and agreed by the parties to the Agreement that if the performance of any obligations hereunder is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences; fires; strikes; lockouts, national disasters; riots; material or labor restriction; transportation problems; or any other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such Party was delayed.
- 11. Relationship of the Parties:** Each Party is an independent contractor and not an agent, servant, joint enterpriser, joint venturer or employee of the other Party. DCCCD and Collin College agree and acknowledge that each entity shall be 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.
- 12. Applicable Law and Venue:** This Agreement and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely therein. Venue to enforce this Agreement shall lie in Collin County, Texas.
- 13. Assignment:** Neither Party may assign their interest in this Agreement without the written permission of the other Party.
- 14. Waiver:** The failure of any Party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.
- 15. No Third Party Beneficiaries:** The Parties do not intend that this Agreement be construed as creating any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third party beneficiaries by entering into this Agreement.
- 16. Compliance with Laws:** This Agreement is subject to all federal, state, and local laws.
- 17. Entire Agreement; Modifications:** This Agreement supersedes all prior agreements, written or oral, between the Parties and will constitute the entire agreement and understanding between the Parties with respect to its subject matter. This Agreement 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 the Parties.

18. Severability: If any one or more of the provisions of this Agreement 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 Agreement will be construed as if the invalid, illegal, or unenforceable provisions had never been included.

19. Multiple Counterparts. This Agreement may be executed in two or more identical counterparts, each of which is deemed an original, but all constitute one and the same instrument. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

Collin County Community College District

By: _____
[Printed name of person authorized to sign for the other party] Date
[Title]

Dallas County Community College District

By: _____
[Printed name of person authorized to sign for the other party] Date
[Title]