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Mr. Henry Jackson
Chief of Police - ECISD
P. O. Box 3912
Odessa, Texas 79760-3912

RE: Interlocal Agreement for conveyance of Bomb Dog

Dear Henry:

In connection with the above, I am enclosing two copies of an Agreement that has been revised to reflect the changes requested by the City Attorney. I would suggest you give Raymond Starnes a call to have the matter put on the Board agenda. As soon as the Board approves it, then the two signed copies should be sent to the City. The City can then retain one executed copy for themselves and return the other to us.

By copy of this letter I am also sending two copies to the City Attorney, Larry Long, so that he can work on their side of the Agreement in getting it approved.

Please call should you have any questions.

Sincerely,


Mike Atkins

MA:bj

Enclosure

cc: Larry Long
Wendell Sollis
Raymond Starnes
(w/o enclosure)

INTERLOCAL AGREEMENT FOR TRANSFER
OF DOG TRAINED TO DETECT BOMBS

STATE OF TEXAS §
 §
COUNTY OF ECTOR §

Whereas, the Ector County Independent School District (“District”) currently is the owner of a dog that has been specially trained by Global Training Academy, located in Somerset, Texas, to detect bombs or other ballistics (“Bomb Dog”); and

Whereas, the City of Odessa (“City”) currently owns specially trained dogs and is desirous of acquiring the Bomb Dog owned by the District; and

Whereas, all parties agree that the Bomb Dog currently owned by the District could be better utilized by the City in performing its law enforcement functions yet the District could still call upon the City for services provided by the Bomb Dog when needed;

Now, therefore, in the mutual consideration of the mutual benefits to be received by each party and pursuant to the authority of Chapter 791 of the Texas Government Code, the District and the City agree as follows:

1. The District does unconditionally convey, gift, and transfer to the City the Bomb Dog, subject only to approval of the respective governing bodies of the District and the City.
2. This transfer is made with no warranties, expressed or implied, from District to the City.
3. This gift is an unconditional gift, and should the City later determine the need, expense, and/or upkeep of the Bomb Dog cannot justify to its continued ownership, then the City shall have the sole and absolute right to sell or convey the Bomb Dog to any other party of its choosing.
4. The City, as part of its law enforcement functions, will assist the District, including allowing the use of the Bomb Dog (or other dogs owned by the City, if needed) in sweeping any building or structure owned by the District for the detection of bombs when the police agencies of both entities reasonably believe same is necessary.

EXECUTED by each party on the date as set forth beside the respective party’s signature.

CITY OF ODESSA

Date: _____

BY: _____

Printed Name: RICHARD MORTON

Title: CITY MANAGER

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

Date: _____

BY: _____

Printed Name: WENDELL SOLLIS

Title: SUPERINTENDENT