

**INTERLOCAL AGREEMENT
FOR COPS School Violence Prevention Program
BETWEEN CITY OF NORTH RICHLAND HILLS AND
BIRDVILLE INDEPENDENT SCHOOL DISTRICT**

THE STATE OF TEXAS §
 § **KNOW ALL BY THESE PRESENTS:**
COUNTY OF TARRANT §

This **Interlocal Agreement** (the “Agreement”) dated this ____ day of _____, 2021 (“Effective Date”), is made and entered into by and between the **City of North Richland Hills, Texas**, hereinafter referred to as “**CITY**,” and **Birdville Independent School District**, hereinafter referred to as “**BISD**,” each referred to separately as a “party” and collectively as the “parties.”

RECITALS:

WHEREAS, the Texas State Legislature has authorized the formulation of interlocal cooperating agreements between and among governmental entities; and

WHEREAS, this Interlocal Agreement is made under the authority granted by and pursuant to Chapter 791 of the Texas Government Code which authorizes CITY and BISD to enter into this agreement for purposes of achieving mutual governmental functions; and

WHEREAS, CITY was awarded a grant from the U.S. Department of Justice – 2020 Office of Community Oriented Policing Services School Violence Prevention Program Grant (the “Grant”) in the amount of \$82,793.00, which CITY being required to provide a local match of \$26,750.00.

WHEREAS, CITY and BISD desire to enter into this Agreement for the purpose of providing school safety measures in and around BISD K-12 (primary and secondary) schools and school grounds and the use of visual communication and collaboration tools that will provide first responders with situational maps of school campuses (the “Services”); and

WHEREAS, the governing bodies of CITY and BISD further find that the performance of this contract is in the common interest of both parties.

NOW THEREFORE,

IN CONSIDERATION of the mutual promises and agreements contained herein, the parties do hereby agrees as follows:

**I.
PURPOSE / SCOPE**

The purpose of this Agreement is to establish the duties and responsibilities of each party as it relates to the mapping of each of the 32 school campuses included in the Services and the technology associated with the ability to access the graphic representations of those maps.

II.
BISD'S RESPONSIBILITY

- 2.1. BISD is the owner of the educational facilities set forth, described in, and with each physical address as listed (collectively the "Property") in **Exhibit A**, which is attached hereto and made a part of this Agreement.
- 2.2. BISD hereby grants CITY the right to enter onto the Property for the purpose of video and photographic recording and mapping of each of the 32 school campus facilities set out in Exhibit A, including any installation of necessary technological infrastructure to complete the Services.
- 2.3. BISD agrees to pay CITY \$26,750.00, which is 25% of the total Grant amount and shall be counted as the matching funds for the Grant.
- 2.4. BISD agrees to execute all documents necessary for CITY to complete the Services contemplated by this Agreement.
- 2.5. BISD will, in good faith, consult with and cooperate as fully as possible with CITY to meet the objective of this Agreement as it relates to the video and photographic recording and mapping of each of the 32 school campus facilities.
- 2.6. BISD shall pay for the performance of governmental functions or services from current available revenues.

III.
CITY'S RESPONSIBILITY

- 3.1. City agrees to provide all administrative federal reporting and purchasing requirements related to the Grant, in accordance with and more fully described in Exhibit B, attached hereto and made a part of this Agreement.
- 3.2. City agrees to execute all documents necessary for CITY to complete the Services contemplated by this Agreement.
- 3.3. CITY will, in good faith, consult with and cooperate as fully as possible with BISD to meet the objective of this Agreement as it relates to providing the Services.
- 3.4. CITY shall pay for the performance of governmental functions or services from current available revenues.

IV.
TERM AND TERMINATION

This Agreement shall be in full force and effect as of the Effective Date, above, and shall continue in effect for three (3) years from the date of the Effective date, unless terminated earlier by either party as provided for herein. Subject to the requirements of Section XIV, The parties may terminate this Agreement upon thirty (30) days written notice to the other party.

V.
IMMUNITY AND LIABILITY

It is expressly understood and agreed that in the execution of this Agreement, no party waives nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Each party shall be liable for the negligent acts or omissions, or intentional misconduct of its own employees, directors, officers, agent and representatives.

VI.
SUCCESSORS AND ASSIGNS

Neither CITY nor BISD shall assign, sublet, subcontract or transfer any interest in this Agreement without the written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of the other party.

VII.
VENUE

The parties to this Agreement agree and covenant that this Agreement will be enforceable in Tarrant County, Texas; and that if legal action is necessary to enforce this Agreement, exclusive venue will lie in Tarrant County, Texas.

VIII.
REMEDIES

No right or remedy granted herein 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.

IX.
SEVERABILITY

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Agreement are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

X.
APPLICABLE LAW

This Agreement is entered into subject to the Interlocal Cooperation Act, the governing charters and or ordinances of CITY and BISD, as they may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable Texas and Federal law. Situs of this Agreement is agreed to be Tarrant County, Texas, for all purposes including performance and execution.

XI.
ENTIRE AGREEMENT

This Agreement embodies the complete agreement of the parties hereto superseding all oral or written previous and contemporary agreements between the parties relating to matters herein; and except as otherwise provided herein, cannot be modified without written agreement of the parties.

XII.
AUTHORIZATION

The undersigned officers and/or agents are properly authorized to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary resolutions or actions extending such authority have been duly passed and are now in full force and effect.

XIII.
RELATIONSHIP OF THE PARTIES

The parties shall perform all work and services under this Agreement as independent contractors. It is expressly understood that the employees, methods, contractors, facilities and equipment of CITY shall at all times be under its exclusive jurisdiction, direction and control. It is understood that the employees, methods, contractors, facilities, and equipment of BISS shall at all times be under its exclusive jurisdiction, direction and control. Nothing herein shall be construed as creating a partnership or joint venture between City and BISS, its agents, employees and subcontractors; and the doctrine of respondeat superior shall have no application as between CITY and BISS.

XIV.
DISPUTE RESOLUTION

Prior to terminating this Agreement, if either CITY or BISS has a claim, dispute, or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Agreement, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute, or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall commence the resolution process and make a good faith effort, either through email, mail, phone conference, in person meetings, or other reasonable means to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may, in good faith, submit the matter to non-binding mediation in Tarrant County, Texas, upon written consent of authorized representatives of both parties in accordance with applicable rules governing mediation then in effect. The mediator shall be agreed to by the parties. Each party shall be liable for its own expenses, including attorney's fees; however, the parties shall share equally in the costs of the mediation. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute. Notwithstanding the fact that the parties may be attempting to resolve a dispute in accordance with this informal dispute resolution process, the parties agree to continue without delay all of their respective duties and obligations under this Agreement not affected by the dispute. Either party may, before or during the exercise of the informal dispute resolution process set forth herein, apply to a

court having jurisdiction for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interests.

XV.
NOTICES

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

TO CITY:

City of North Richland Hills
Attn: Mark Hindman, City Manager
4301 City Point Drive
North Richland Hills, TX 76180
Facsimile: (817) 427-6016
Email: mhindman@nrhtx.com

With copy to the City Attorney
at same address

TO BISD:

Birdville Independent School District:
Attn: Dr. Gayle Stinson, Ed.D., Superintendent of Schools
6125 East Belknap
Haltom City, Texas 76117
Facsimile:
Email: gayle.stinson@birdvilleschools.net

XVI.
FORCE MAJEURE

CITY and BISD shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, pandemics, epidemics, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes ("Force Majeure Event").

[Signature Page Follows]

ACCEPTED AND AGREED:

CITY OF NORTH RICHLAND HILLS:

By: _____

Mark Hindman, City Manager

Date: _____

ATTEST:

By: _____

Alicia Richardson, City Secretary/

APPROVED AS TO FORM AND LEGALITY:

By: _____

Maleshia B. McGinnis, City Attorney

BIRDEVILLE INDEPENDENT SCHOOL DISTRICT:

By:  _____

Gayle Stinson, Ed.D.

Superintendent of Schools

Date: _____

APPROVED AS TO FORM AND LEGALITY:

By:  _____

James M. Whitton, BISD Attorney

1286166-v1/11905-005000

EXHIBIT A

EDUCATIONAL FACILITIES

Birdville High School: 9100 Mid-Cities Boulevard, North Richland Hills, Texas 76180
Richland High School: 5201 Holiday Lane, North Richland Hills, Texas 76180
Birdville Center Technology and Advanced Learning: 7020 Mid-Cities Boulevard, North Richland Hills, Texas 76180
Haltom High School: 5501 North Haltom Road, Haltom City, Texas 76137
Shannon High School: 6010 Walker Street, Haltom City, Texas 76117
Haltom Middle School: 5000 Hires Lane, Haltom City, Texas 76117
North Oaks Middle School: 4800 Jordan Park Drive, Haltom City, Texas 76117
North Richland Middle School: 4801 Redondo Street, North Richland Hills, Texas 76180
North Ridge Middle School: 7332 Douglas Lane, North Richland Hills, Texas 76182
Richland Middle School: 7400 Hovenkamp, Richland Hills, Texas 76118
Smithfield Middle School: 8400 Main Street, North Richland Hills, Texas 76182
Watauga Middle School: 6300 Maurie Drive, Watauga, Texas 76148
Jack C. Binion Elementary: 7400 Glenview Drive, Richland Hills, Texas 76180
Birdville Elementary: 3111 Carson Street, Haltom City, Texas 76137
Foster Village Elementary: 6800 Springdale Lane, North Richland Hills, Texas 76182
W. T. Francisco Elementary: 3701 Layton Avenue, Haltom City, 76137
Green Valley Elementary: 7900 Smithfield Road, North Richland Hills, Texas 76182
Grace E. Hardeman Elementary: 6100 Whispering Lane, Watauga, Texas 76148
Holiday Heights Elementary: 5221 Susan Lee Lane, North Richland Hills, Texas 76180
Alliene Mullendore Elementary: 4100 Flory Street, North Richland Hills, Texas 76180
North Ridge Elementary: 7331 Holiday Lane, North Richland Hills, Texas 76182
W. A. Porter Elementary: 2750 Prestonwood Drive, Hurst, Texas 76054
Cheney Hills Elementary: 3001 Dreeben Drive, Haltom City, Texas 76137
David E. Smith Elementary: 3701 North Haltom Road, Haltom City, Texas 76137
Smithfield Elementary: 8001 North East Parkway, North Richland Hills, Texas 76182
Snow Heights Elementary: 4801 Vance Road, North Richland Hills, Texas 76180
John D. Spicer Elementary: 4300 Estes Park Road, Haltom City, Texas 76137
O. H. Stowe Elementary: 4201 Rita Lane, Haltom City, Texas 76137

Academy at Carrie Francis Thomas Elementary: 8200 O'Brian Way, North Richland Hills, Texas
76180

Walker Creek Elementary: 8780 Bridge Street, North Richland Hills, Texas 76180

Watauga Elementary: 5937 Whitley Road, Watauga, Texas 76148

West Birdville Elementary: 3001 Layton Avenue, Haltom City, Texas 76117

EXHIBIT B

DESCRIPTION OF SERVICES

In April of 2020, the North Richland Hills Police Department initiated a collaborative grant with the Birdville Independent School District through the U.S. Department of Justice- Office of Community Oriented Policing Services (COPS) School Violence Prevention Program. This Act supports funding for school safety measures in and around K-12 schools and school grounds.

The grant funding request was focused on implementing a district wide site mapping program which could be used to coordinate emergency responses to any critical school incidents. Current school infrastructure maps were identified as inadequate to properly respond to emergency situations in any of the school facilities. The collaborative effort between the North Richland Hills Police Department and BISD would be for updated map graphics, referred to as Collaborate Response Graphics. These graphics detail the interior layout of the schools with pertinent safety information to guide emergency services in their response. The graphics provide grid quadrants related to the exterior for planning purposes. These graphics are technologically compatible with software utilized by the City's emergency management system. This allows the ability to view the graphics via computers and cellular phones. The scope of the project would include: Birdville Independent School District, which consists of 32 schools within the jurisdictions of the following municipalities: City of North Richland Hills, City of Haltom City, City of Richland Hills, City of Watauga and one school within the City of Hurst. The grant is inclusive with a three year service plan to ensure the graphics remain updated as needed. The project will be supported by the Critical Response Group (CRG) whose unique product focuses on these planning/mapping solutions.