

INTERLOCAL AGREEMENT

This Interlocal Agreement (“Agreement”) is made and entered into by and between the City of Cedar Hill, Texas, and the City of Mansfield, Texas, each acting by and through its duly authorized officials and is effective as of _____, 20____.

WHEREAS, Cedar Hill and Mansfield are both governmental entities engaged in the purchase of goods and services, which is a recognized governmental function; and

WHEREAS, Cedar Hill has entered into an agreement with Readiness Group, LLC, for the consultation and development of a trauma-based education and peer response program for first responders who have been vicariously traumatized by criminal acts (the “Consulting Agreement”), a true and correct copy of which is attached hereto as Exhibit A and is incorporated herein for all purposes; and

WHEREAS, the Consulting Agreement provides that other cities may join and participate with Cedar Hill as a client party under the said agreement; and

WHEREAS, the City of Mansfield desires to participate with Cedar Hill in and under the Consulting Agreement; and

WHEREAS, Chapter 791 of the Texas Government Code (the Interlocal Cooperation Act) provides that a local government may agree with another local government to purchase goods and services; and

WHEREAS, participation in the Consulting Agreement will be highly beneficial to the employees and citizens of Cedar Hill and Mansfield through the benefits to be derived under the Consulting Agreement and anticipated savings to be realized; and

WHEREAS, Cedar Hill and Mansfield have current funds available to satisfy any fees owed pursuant to this Agreement and the Consulting Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and obligations as set forth herein; Cedar Hill and Mansfield agree as follows:

1. Cedar Hill and Mansfield may cooperate in the purchase of services participate as parties in and to the Consulting Agreement.
2. Cedar Hill and Mansfield shall each be responsible for their proportion share of costs and fees owed to Readiness Group, LLC under the Consulting Agreement. Cedar Hill shall invoice Mansfield for its proportionate share of costs and fees on a monthly basis and such amounts shall be due and payable from Mansfield to

Cedar Hill within 30 days of the date of each invoice.

3. Notwithstanding anything herein to the contrary, participation in this Agreement may be terminated by any party upon thirty (30) days written notice to the other participating party(ies).
4. This Agreement may not be assigned by any party hereto without the prior written unanimous consent of the other parties. No assignment, delegation of duties or subcontract under this Agreement shall be effective without the prior written unanimous consent of all parties hereto.
5. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas. Venue for any action arising from or relating to this Agreement shall be in the State District Courts of Dallas County, Texas.
6. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in this Agreement.
7. This Agreement may be amended by the mutually written agreement of the parties hereto.
8. This Agreement constitutes the entire agreement between the parties, and there exist no other written or oral understandings, agreements or assurances with respect to any matters except as set forth herein. Unless expressly stated, this Agreement confers no rights to or upon any person or entity that is not a party hereto.
9. In the event that any party shall be prevented from performing any of its obligations under this Agreement by any act of God, war, riot, civil commotion, strikes, fires, flood or by the occurrence of any other event beyond the control of such party, then such party shall be excused from the performance of the obligations in this Agreement but only during such periods of Force Majeure.
10. This Agreement may be executed separately by the participating entities, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
11. This Agreement shall become effective on the day and year first written above (the "Effective Date"). The primary term of this Agreement shall be for one (1) year, commencing

on the Effective Date and terminating on _____, and shall thereafter automatically renew for successive one-year terms, unless terminated according to the terms set forth in Paragraph 3.

12. To the extent allowed by law, each party agrees to release and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this Agreement.

13. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

EXECUTED this ____ day of _____, 20____.

CITY OF CEDAR HILL, TEXAS

By: _____
_____, Mayor

ATTEST:

Belinda Berg, City Secretary

APPROVED AS TO FORM:

Ron G. MacFarlane, Jr., City Attorney

INTERLOCAL AGREEMENT

CITY OF MANSFIELD, TEXAS

By: _____
David Cook, Mayor

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM:

Allen Taylor, City Attorney