

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF LEWISVILLE, TEXAS, FOR THE TRANSFER TO THE LEWISVILLE POLICE DEPARTMENT ITS SHARE (\$20,551.00) OF THE PROCEEDS OF THE U.S. DEPARTMENT OF JUSTICE – OFFICE OF JUSTICE PROGRAMS – EDWARD BYRNE JUSTICE ASSISTANCE GRANT (JAG GRANT), IN THE FORM OF TRUNARC HAND-HELD NARCOTIC ANALYZER, KITS, AND WARRANTY; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, On June 8, 2021, the U.S. Department of Justice - Office of Justice Programs - Edward Byrne Justice Assistance Grant (“JAG Grant”) issued Local Solicitation Number O-BJA-2021-135004 for FY 2021; and

WHEREAS, this program furthers the Department of Justice mission by assisting state, local, and tribal law enforcement efforts to prevent or reduce crime and violence; and

WHEREAS, pursuant to this solicitation and in accordance with the 2021 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 \$52,620, in the following amounts:

- a. The City of Denton: \$32,069.
- b. The City of Lewisville: \$20,551.
- 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 (“BJA”); and

WHEREAS, The City of Denton applied for this solicitation and was awarded a JAG Grant for FY 2021 in the amount of \$52,620; and

WHEREAS, neither the City of Lewisville nor Denton County applied for this solicitation; and

WHEREAS, although the City of Lewisville and Denton County did not apply for this solicitation, the City of Denton understood that the funds could be shared through a Memorandum of Understanding; and

WHEREAS, the Denton Police Department spent \$52,618.38 of the Grant to purchase TruNarc Hand-Held Narcotic Analyzers, which enable officers to scan more than 498 suspected controlled substances in a single, definitive test, with clear, definitive results for presumptive identification with no user interpretation; and

WHEREAS, the Lewisville Police Department has requested that the Denton Police Department transfer to it its share of the proceeds of the JAG Grant (\$20,551.00) in the form of a TruNarc Hand-Held Narcotic Analyzer, kits, and warranty, for use by the Lewisville Police Department for narcotic enforcement purposes; and

WHEREAS, this transfer is permitted by the JAG Grant and is for a legitimate law enforcement purpose; and

WHEREAS, the City Council of the City of Denton, in the interest of public safety, approves this transfer in the form an Interlocal Cooperation Agreement; NOW THEREFORE

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The recitals are hereby incorporated as if set out fully herein.

SECTION 2. The City Manager or their designee is hereby authorized to execute the Interlocal Cooperation Agreement with the City of Lewisville, Texas, attached hereto as Exhibit “A,” authorizing the Denton Police Department to transfer to the Lewisville Police Department its share of the JAG Grant in the amount of \$20,551.00, in the form of a TruNarc Hand-Held Narcotic Analyzer, kits, and warranty.

SECTION 3. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and seconded by _____, the ordinance was passed and approved by the following vote [____ - ____]:

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Gerard Hudspeth, Mayor:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Jesse Davis, District 3:	_____	_____	_____	_____
VACANT, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Chris Watts, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2023.

GERARD HUDSPETH, MAYOR

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: 

**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, 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: Kevin Deaver, Chief of Police
Email: kdeaver@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: Doug Shoemaker, Chief Police
Email: Doug.Shoemaker@cityofdenton.com

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

On June 8, 2021, the U.S. Department of Justice - Office of Justice Programs - Edward Byrne Justice Assistance Grant ("JAG Grant") issued Local Solicitation Number O-BJA-2021-135004 for FY 2021 (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 2021 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 \$52,620, in the following amounts:

- a. The City of Denton: \$32,069.
- b. The City of Lewisville: \$20,551.
- 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 ("BJA").

The City of Denton applied for to this solicitation and was awarded a JAG Grant for FY 2021 in the amount of \$52,620 (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 funds could be shared with them through a Memorandum of Understanding.

The DPD spent \$52,618.38 of the Grant to purchase the following TruNarc Hand-Held Narcotic Analyzers, which enable officers to scan more than 498 suspected controlled substances in a single, definitive test, with clear, definitive results for presumptive identification with no user interpretation (Exhibit "C"):

1. TruNarc, Unlimited 2 Year Warranty, Train 12, English (quantity 1000) at a cost of \$26,143.07.
2. TruNarc, Unlimited 2 Year Warranty, English (quantity 1000) at a cost of \$24,174.31.
3. TruNarc Kit, Type H, 100, ENG (quantity 4000) at a cost of \$2,300.00)

III: THE TRANSFER OF ASSETS TO THE CITY OF LEWISVILLE POLICE DEPARTMENT

The LPD has requested that the DPD transfer to it its share of the proceeds of the JAG Grant (\$20,551.00) in the form of a TruNarc Hand-Held Narcotic Analyzer, kits, and warranty, for use by the LPD for narcotic enforcement purposes.

IV. SERVICES TO BE PERFORMED AND OBLIGATIONS:

1. The DPD agrees to transfer to the LPD a TruNarc Hand-Held Narcotic Analyzer, kits, and warranty, with a value of \$20,551 within ten (10) business days of the approval of this Agreement by the governing bodies of each City.
2. It is the Parties understanding and agreement that this transfer is permitted by the JAG Grant and is for a legitimate law enforcement purpose.
3. The LPD agrees that it will follow all applicable obligations under the JAG Grant that extend to the use of the TruNarc Hand-Held Narcotic Analyzer, kits, and warranty.
4. The LPD agrees that it will not sell or otherwise transfer possession of the TruNarc Hand-Held Narcotic Analyzer, kits, or warranty, to a third-party (meaning an entity other than the LPD) unless such sale or transfer is authorized by the JAG Grant.

5. Each Party shall be responsible for its own record keeping and compliance as required by the JAG Grant.

V. CONTRACT AMOUNT

There shall be no charge to the City of Lewisville for the transfer of the TruNarc Hand-Held Narcotic Analyzer, kits, or warranty. Any other payments which might be made for the performance of governmental functions or services under this Agreement shall be made from current revenues available to the paying party (See GC 791.011(d)(2).

VI. WARRANTIES AND DISCLAIMER:

1. 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.
2. The DPD hereby transfers and assigns the manufacturer's warranty to the LPD. The DPD makes no other representation or warranty as to the TruNarc Hand-Held Narcotic Analyzer, kits, or warranty, and their fitness for a particular purpose, merchantability, workmanship, manufacture, or otherwise.

VII. TERM AND TERMINATION:

1. Except as provided in Paragraph 2, this Interlocal Agreement terminates once the TruNarc Hand-Held Narcotic Analyzer, kits, and warranty, are transferred to the LPD.
2. The terms in Sections IV.3-5, Article VI, Article VIII, and Article X shall survive the termination of this Agreement 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. Receiving Party assumes no liability for any Performers Party or Performing Party's Police actions and performance, and nothing herein contained shall be construed as limiting in any

way the extent to which the Performing Party or the Performing Party's Police(s) may be held Damages to persons or property resulting from the Receiving Party's Officer(s) performance of the work covered under this Contract.

X. ADDITIONAL TERMS AND CONDITIONS:

Venue; Governing Law. Denton County Texas will be the proper place of venue for suit on or in respect of this Contract. 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.

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, 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

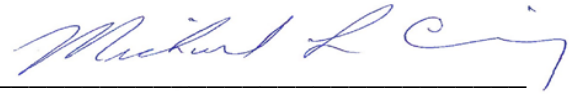
Sara Hensley, City Manager
City of Denton, Texas

Date: _____

Date: _____

APPROVED AS TO FORM:

Lizbeth Plaster, City Attorney
City of Lewisville, Texas



Mack Reinwand, City Attorney
City of Denton, Texas