

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (the "Agreement"), as authorized by the Interlocal Cooperation Act (Tex. Gov't Code §791.001 *et seq.*), is between the City of Joshua, Texas (the "City"), a home-rule municipal corporation acting herein by and through its duly authorized City Council, and Johnson County, Texas (the "County"), a political subdivision of the State of Texas acting by and through its duly authorized Commissioners Court, individually referred to as a "Party" and collectively referred to as "Parties." Nothing in this Interlocal Cooperation Agreement should be construed as limited or impeding the basic spirit of cooperation which exists between the City and County.

The purpose of this Agreement is for the County to provide law enforcement services within the City for a period of six (6) months from the date of this Agreement. In exchange, the City will compensate the County for those law enforcement services provided by the County.

RIGHTS AND DUTIES OF THE PARTIES

For compensation recited herein, the County shall dedicate the services of one (1) deputy (the "Officer") to provide law enforcement services within the City as scheduling by the County will permit, during the duration of this Agreement. The County shall provide policies, oversight and direction of it Officer who is providing law enforcement services for the City while this Agreement is in effect. The day-to-day operation and administrative control of the Officer will remain the responsibility of the County. Responsibility for the conduct of the Officer, both personally and professionally, shall remain with the County. The City, through its city attorney and/or its governing body, may from time to time make requests to the County that the Officer conduct or concentrate on certain activities, but at all times control over the Officer shall remain the responsibility of the County.

Continued assignment of the Officer to perform law enforcement services within the City shall be based upon the performance of the Officer and shall be at the sole discretion of the County. Upon request, however, the City shall be provided with an update as to the direction and the accomplishments of the Officer.

Nothing herein shall prohibit the City from hiring off-duty officers of the County Sheriff's Office to provide law enforcement services for and in the City, subject to any applicable guidelines or requirements of the Sheriff's Office for such off-duty employment of its personnel.

INVESTIGATIONS

All Officer investigations shall be initiated in accordance with County guidelines. The investigative methods employed will be consistent with the policies and procedures of the County. The Officer assigned to provide law enforcement services for the City will oversee any investigative activity in accordance with the County's policies and procedures.

All investigations shall be done in compliance with existing County policies.

All evidence acquired during the course of the Officer's investigations on behalf of the City shall be maintained by the Officer in the County. All Texas Penal Code and Texas Code of Criminal Procedure Rules and policies governing the submission, retrieval and chain of custody of evidence shall be adhered to by the Officer. Failure to adhere to the foregoing shall not be a basis for nonpayment or other nonperformance by the City.

BRIEFINGS

Monthly briefings of the Officer's activities, progress and/or concerns shall be provided in writing by Johnson County Sheriff Bob Alford or his designee to the governing body of the City, unless otherwise agreed to by the Parties.

VEHICLES

The City agrees to provide a vehicle for use by the Officer assigned to the City. The vehicle shall be suitable for use in investigative and other law enforcement operations. All expenses associated with use of the vehicle, *i.e.*, fuel, maintenance, taxes, insurance, etc., shall be borne by the City. The vehicle provided by the City to the Officer shall be used for patrol within the city limits of Joshua and other incidental calls responded to by the Officer within the general proximity of Joshua, Texas.

OFFICE SPACE

The City agrees to provide suitable office space for use by the assigned Officer. It is expected that the Officer assigned to the City will use the City office space as his or her base of operation and will report for duty each day unless operational needs dictate otherwise.

FUNDING

The County agrees to provide the full time services of its Officer for the duration of this Agreement. The County also agrees to assume all personnel costs for the Officer, including salaries, overtime and fringe benefits consistent with his/her respective ranks.

The City agrees, in exchange for the law enforcement services of the Officer, to pay the County the following amounts as reasonable compensation for these services:

Chief Deputy Mike Powell \$8,863.00 per month.

These funds shall be made from current revenues available to the City and paid directly to the County Treasurer on a monthly basis as invoiced by the County Auditor, to be effective October 1, 2013. The City agrees to pay invoices to the County within thirty (30) days of receipt.

DURATION

This Interlocal Agreement shall remain in effect until terminated, or for a period of six (6) months from the date of this Agreement, whichever is sooner. Continuation of this Agreement shall be subject to the authorization of each of the governing bodies of the City and the County. This Agreement may be modified any time by written consent of each of the governing bodies of the City and the County. This Agreement may be terminated by either the governing bodies of the County of the City at any time, by providing a thirty (30) day written notice of the intent to cancel the Agreement. Upon termination of this Agreement, all equipment will be returned to the supplying agencies and the City shall compensate the County for any compensation/expenses incurred by the Officer to the date of termination.

LIABILITIES

The City and County agree to be responsible for all violations or negligent or wrongful acts or omissions of their respective employees. The County agrees, subject to the limitations of the Texas Constitution and the Texas Tort Claims Act, to indemnify the City from any lawsuits or claims as a result of any actions of the County's employees. The City agrees, subject to the limitations of the Texas Constitution and the Texas Tort Claims Act, to indemnify the County from any claims or suits brought as a result of any actions of the City's employees.

The Parties acknowledge that their liability, if any, for the negligent or wrongful acts or omissions committed by their respective employees while they are providing services pursuant to this Agreement, is governed by applicable State and Federal law. The City and County agree

that they will not be responsible or liable for acts performed by employees or personnel of the other party to this Agreement during the duration of this Agreement.

Nothing herein is intended to waive or limit sovereign or qualified immunity under federal or state statutory or constitutional laws. The Parties agree to be responsible for the negligent or wrongful acts or omissions of their respective employees. Liability for any negligent or willful acts of the Officers, undertaken outside the terms of this Agreement, shall be the sole responsibility of the Officer and the County.

Notwithstanding the foregoing, in the event Johnson County is sued as a result of providing law enforcement services to the City, City will reimburse County for County's insurance retention expense and any other out-of-pocket expenses associated with any lawsuit against the County and/or County's Officer.

IN WITNESS WHEREOF, intending to be legally bound, the Parties have caused their authorized representative to execute this Agreement. Each representative, whose signature appears on this Agreement, represents and does hereby certify that they have the authority to enter into this Agreement for their represented Party.

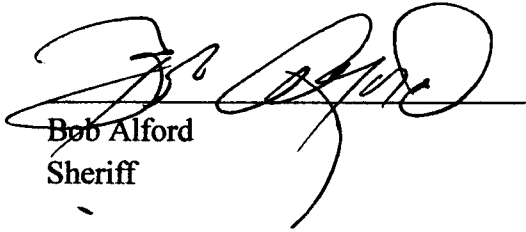
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COUNTY:



Roger Harmon
County Judge

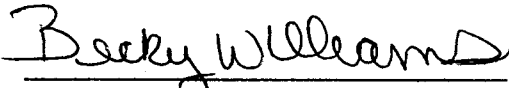
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Bob Alford
Sheriff

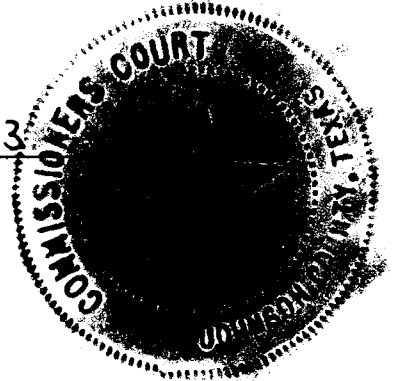
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Attest:

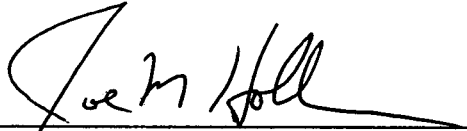


Becky Williams
County Clerk

Date: 10-1-13

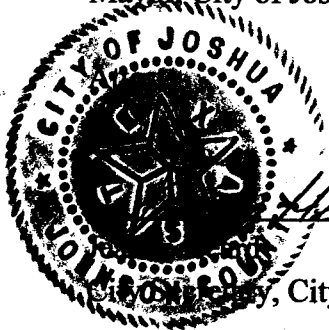


CITY:



Joe Hollarn
Mayor, City of Joshua, Texas

Date: 10-1-13





[Name], City of Joshua, Texas

Date: 10-1-13