

**INTERLOCAL COOPERATION AGREEMENT  
REGARDING ENTERING OF CLASS C WARRANTS INTO THE NORTH CENTRAL  
TEXAS CRIME INFORMATION CENTER THROUGH  
JOHNSON COUNTY SHERIFF'S OFFICE**

This Interlocal Agreement, hereinafter referred to as the "Agreement", is made and entered into pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791 by and between the City of Briarcrest, a municipal corporation situated in Johnson County, Texas and hereinafter referred to as "City" and Johnson County, Texas, a political subdivision of the State of Texas, hereinafter referred to as "Johnson County", and may hereinafter be referred to singularly as a "Party" or collectively as the "Parties".

WHEREAS, City issues warrants for offenses that are classified as Class C Misdemeanor offenses for the arrest of certain persons as a result of enforcing City ordinances, violations of the Texas Transportation Code, violations of the Texas Penal Code, and various other statutory violations; and

WHEREAS, Johnson County through the Johnson County Sheriff's Office, hereinafter referred to as "JCSO", enters Class C misdemeanor warrants issued by the Johnson County Sheriff's Office into the North Central Texas Crime Information Center, hereinafter referred to as "NCTCIC"; and

WHEREAS, Johnson County through the JCSO has access to NCTCIC via the Texas Law Enforcement Telecommunications Systems, commonly known as "TLETS"; and

WHEREAS, Johnson County and City agree that it would be provide for the general welfare of the citizens of Johnson County and City and promote efficient law enforcement for Johnson County and City for the JCSO to enter City's warrants classified as Class C Misdemeanor offenses into NCTCIC.

NOW, THEREFORE, in consideration of the mutual agreements, promises and covenants herein contained, the parties agree as follows:

**I.  
TERM**

The term of this Agreement shall commence on the Effective Date which shall be October 1, 2014 and shall terminate on September 30, 2015. The Agreement shall renew automatically upon the expiration of the current term unless either Johnson County or City provides the other Party with written notice of its desire not to renew the Agreement. Such notice shall be provided at least sixty (60) days prior to the expiration of the current term. Notwithstanding the above, either Party may terminate this Agreement upon giving written notice sixty (60) days prior to the date of termination.

**II.**  
**AGREEMENT OF CITY AND JOHNSON COUNTY**

- a. City agrees to provide the JCSO with the original warrant issued by City for the offenses classified as a Class C misdemeanor offense.
- b. Johnson County agrees to enter each warrant received from City into the NCTCIC.
- c. City agrees to notify in writing the JCSO in the event that City has dismissed the underlying offense for which the warrant was issued or if for any other reason City wants the JCSO to remove City's warrant from the NCTCIC.
- d. JCSO agrees to have the warrant removed from the NCTCIC upon JCSO receiving written notification of City's request to remove the warrant from the NCTCIC.
- e. City and Johnson County agree that written notice to the JCSO regarding the entering or removing of a warrant from the NCTCIC shall be to the Johnson County Sheriff's Office, Johnson County Jail, Warrant Division, 1800 Ridgemar Drive, Cleburne, Texas 76031.
- f. City agrees to provide Johnson County a fee in the amount of \$12.50 per original warrant sent to the JCSO and entered into the NCTCIC. In the event this Agreement is terminated or is not renewed, City will be responsible for payment of fees for all warrants entered by the JCSO prior to the date of termination.
- g. Johnson County agrees to send an invoice to City no later than the fifteenth (15<sup>th</sup>) day of each month after the effective date of this Agreement for the warrants entered into the NCTCIC by the JCSO for the previous month.
- h. City agrees to pay Johnson County no later than thirty (30) days after receipt of the invoice from Johnson County. Said payment shall be sent to the Johnson County Treasurer, Johnson County Courthouse, 2 North Main Street, Cleburne, Texas 76031.
- i. City and Johnson County agree that Johnson County will charge a fee only for warrants entered into the NCTCIC after the effective date of this Agreement and that a fee will not be charged for any warrants of City entered into the NCTCIC prior to the effective date of this Agreement.
- j. City and Johnson County agree that City will be charged a fee in the amount of \$12.50 for the JCSO to re-enter a warrant that has been entered in the NCTCIC and needs to be re-entered due the warrant being purged or removed for any reason from the NCTCIC.
- k. City agrees to notify Johnson County in writing to re-enter a warrant that has been purged or removed from the NCTCIC for any reason.
- l. Johnson County agrees to confirm warrants entered into the NCTCIC upon a law enforcement officer requesting confirmation of City's warrant.
- m. Johnson County agrees that City will not be charged a fee to confirm warrants of City entered into the NCTCIC upon an inquiry by a law enforcement officer requesting confirmation of City's warrant.

**III.**  
**DEFAULT**

Either party to this Agreement may, by written notice of default to the defaulting party through certified mail, return receipt requested, terminate in whole this Agreement prior to the

end of the term if the defaulting party fails to perform any provisions called for by this Agreement.

The defaulting party shall have the right to cure such default within ten (10) days of notice of such failure or as extended by written authorization of the non-defaulting party.

#### IV. TERMINATION

Notwithstanding any other provision in this Agreement, either City or Johnson County may terminate the Agreement by notifying the other party in writing at the addresses specified herein for delivery of notices, by certified mail, return receipt requested or by personal delivery at said addresses of the terminating party's intention to terminate the Agreement thirty (30) calendar days after receipt of notice. At the end of the 30 day period, this Agreement shall terminate and become null and void and be of no further force or effect except that Johnson County will be entitled to fees for any warrants entered into NCTCIC prior to the date of termination.

#### V. NOTICES

All notices, demands or other writings (other than the warrants to be entered or removed from NCTCIC in which case notice is to the JCSO warrant division) may be delivered by either party hereto to the other by certified mail, return receipt requested or other reliable courier at the following addresses:

To City:

City of Briarclark  
Attn: Jim Dunn  
City Manager Meyer  
Box 816  
Burleson, Texas 76028

To Johnson County:

Johnson County Commissioners Court  
Attn: County Judge Roger Harmon  
2 North Main Street  
Cleburne, Texas 76033

The addresses to which any notice, demand or other writings may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

#### VI. OFFICIALS NOT TO BENEFIT

No official, member or employee of City or Johnson County and no member of their governmental bodies, and no other public officials of Johnson County who exercise any function

or responsibilities on the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating this Agreement which affects his/her personal interest and shall not have any personal or pecuniary interest, direct or indirect, on this Agreement or the proceeds thereof.

## VII. VENUE

The laws of the State of Texas shall govern this Agreement and venue of any dispute or matter arising under this Agreement shall lie in the state district courts of Johnson County, Texas or the federal district courts in Dallas County, Texas.

## VIII. CURRENT REVENUES

In accordance with the Interlocal Cooperation Act, all amounts due under this Agreement are to be paid from current revenues of the parties. Each party to this Agreement certifies that there are sufficient funds from the current revenues available to meet its obligations under this Agreement.

## IX. LIABILITY

This Agreement is not intended to extend liability of the parties beyond that provided by law. Neither Johnson County nor City waives any immunity or defense that would otherwise be available to it against claims by third parties. Nothing herein shall alter or change the legal responsibility under existing law for a party, nor will this Agreement cause Johnson County to incur additional liability other than liability it would have under the law without this Agreement. To the extent permitted by law, City agrees to indemnify and hold harmless Johnson County, its agents, and employees, from all suits, claims, damages, losses, and expenses, including reasonable attorney fees arising out of the County's performance or non-performance of the work to be performed.

## X. MISCELANEOUS

This Agreement represents the entire and integrated agreement between Johnson County and City and supersedes all prior negotiations, representations and/or agreements either written or oral. This Agreement is contractual and is binding upon the parties hereto and their successors, assigns, and representatives. This Agreement may be amended only by written instruments signed by Johnson County and City.

In the event that any provision of this Agreement shall be held illegal or unenforceable, such provision shall be severed and shall be null and void, but the balance of the Agreement shall continue in full force and effect to the extent possible.

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

Executed in duplicate originals, each of which shall have the full force and effect of an original.

**CITY**  
James E. Dunn  
Signature  
James Dunn  
Printed Name  
City Manager Mayor

Date: June 2-2014

Attest:

Mary Foster  
Signature  
Mary Foster  
Printed Name  
City Secretary

**JOHNSON COUNTY**

Roger Harmon  
Roger Harmon  
County Judge  
Johnson County

Date: 9-8-14

Bob Alford  
Bob Alford  
Sheriff  
Johnson County

Date: 9-8-14

Attest:

Becky Williams  
Becky Williams  
County Clerk  
Johnson County

Date: 9-8-14

