

**REQUEST FOR AGENDA PLACEMENT FORM**

**Submission Deadline - Tuesday, 12:00 PM before Court Dates**

SUBMITTED BY: Sheriff Adam King TODAY'S DATE: August 16, 2021

DEPARTMENT: Johnson County Sheriff's Office - Jail

SIGNATURE OF DEPARTMENT HEAD: 

REQUESTED AGENDA DATE: August 23, 2021

**SPECIFIC AGENDA WORDING:**

Consideration to Approve Interlocal Cooperation Agreement between Hill County and Johnson County for the Use of Vans to Transport Jail Inmates.

COMMISSIONERS COURT

AUG 23 2021

**Approved**

**PERSON(S) TO PRESENT ITEM:**

Sheriff Adam King & Chief David Blankenship

**SUPPORT MATERIAL:** (Must enclose supporting documentation)

TIME: **5**  
(Anticipated number of minutes needed to discuss item)

ACTION ITEM:   
WORKSHOP:  
CONSENT:  
EXECUTIVE:

**STAFF NOTICE:**

COUNTY ATTORNEY:

IT DEPARTMENT:

AUDITOR:

PURCHASING DEPARTMENT:

PERSONNEL:

PUBLIC WORKS:

BUDGET COORDINATOR:

OTHER:

**This Section to be completed by County Judge's Office**

ASSIGNED AGENDA DATE: \_\_\_\_\_

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE:

\_\_\_\_\_  
COURT MEMBER APPROVAL:

\_\_\_\_\_  
DATE:



STATE OF TEXAS       §  
                                  §  
COUNTY OF JOHNSON §

**INTERLOCAL COOPERATION AGREEMENT  
FOR USE OF VAN TO TRANSPORT JAIL INMATES**

This Interlocal Cooperation Agreement for Use of Van to Transport Jail Inmates (hereinafter the "Agreement") is made by and entered into between Johnson County, Texas (hereinafter "Johnson"), a duly organized political subdivision of the State of Texas and Hill County, (hereinafter "Hill"), a duly organized political subdivision of the State of Texas, individually referred to as a "Party", and collectively referred to as "Parties".

**WHEREAS**, Johnson and Hill desire to improve the efficiency and effectiveness of local governments by authorizing the intergovernmental contracting authority at the local level for all or part of the functions and services of police protection and detention services; and

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes county governments within the State of Texas to contract with one another for the provision of various governmental functions and the delivery of various governmental services; and

**WHEREAS**, Johnson is in need of a van to use temporarily for transporting Johnson's jail inmates while Johnson is waiting on the delivery of a vans that have been ordered, but not received; and

**WHEREAS**, Hill has a van that can be loaned to Johnson in order for Johnson to transport Johnson's jail inmates; and

**WHEREAS**, Johnson and Hill mutually desire to enter into an Agreement for Johnson's use of Hill's van for the transporting of Johnson's jail inmates.

**NOW THEREFORE**, for the mutual consideration herein stated, Johnson and Hill Interlocal Cooperation Agreement for Use of Van to Transport Jail Inmates

agree as follows:

### SECTION 1.

- 1.1 Hill agrees to loan a van to Johnson for Johnson to transport Johnson's jail inmates.
- 1.2 The van to be loaned is described as follows:
  - a. Make: Ford
  - b. Model: Ford Transit 350 XLT
  - c. Year model: 2016
  - d. Color: White
  - e. License plate number: 1314680
  - f. V.I.N.: 1FBZX27M5GKA79849

### SECTION 2.

- 2.1 Johnson agrees to notify the Texas Association of Counties (TAC) risk pool that Johnson County is using the van describe above in Section 1.2 to transport Johnson's jail inmates.
- 2.2 Johnson agrees to provide routine maintenance for the van such as changing the oil and air filters as needed.
- 2.3 Johnson agrees to be responsible for repairing any mechanical failures that occur during Johnson's use of the van.
- 2.4 Johnson agrees to notify Hill upon Johnson's receipt of the vans ordered by Johnson and will return and terminate this Agreement within thirty (30) days of notice to Hill.

### SECTION 3.

- 3.1 Notice to either Party shall be in writing, and may be hand-delivered, or sent postage-paid by certified or registered mail, return receipt requested. Notice shall be deemed effective if sent to the Parties and addresses designated herein, upon receipt in case of hand delivery, and three (3) days after deposit in the U. S. Mail in case of mailing.
- 3.2 To Hill. The address for Hill for all purposes of this Agreement and for all notices hereunder shall be:  
  
Hon. Judge Justin W. Lewis  
Hillsboro County Judge



P.O. Box 457  
Hillsboro, Texas 76645  
Fax: 254-582-4028

With a copy to:

Rodney B. Watson  
Hillsboro County Sheriff  
406 Hall Street  
Hillsboro, Texas 76645  
Email: [sheriff@co.hill.tx.us](mailto:sheriff@co.hill.tx.us)

- 3.3 **To Johnson.** The address for Johnson for all purposes under this Agreement and for all notices hereunder shall be:

Hon. Roger Harmon  
Johnson County Judge  
Johnson County Courthouse  
2 North Main Street  
Cleburne, TX 76033  
Fax: 817-556-6359

With copies to:

Adam King  
Johnson County Sheriff  
Johnson County Sheriff's Office  
1102 East Kilpatrick Street  
Cleburne, TX 76031  
Email: [adam@johnsoncountytexas.org](mailto:adam@johnsoncountytexas.org)

#### SECTION 4.

4. **Termination.** This Agreement may be terminated by either Party upon thirty (30) days written notice delivered to the other party at the addresses specified herein.

#### SECTION 5.


- 5.1 **Amendments.** This Agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both Parties approved by the County Commissioners Court of Johnson and Hill.
- 5.2 **Prior Agreements.** This Agreement contains all of the agreements and undertakings.

either oral or written, of the Parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.

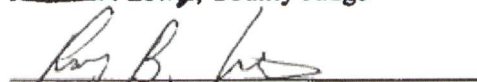
- 5.3 **Choice of Law and Venue.** The law which shall govern this Agreement is the law of the State of Texas. Venue of any dispute or matter arising under this Agreement shall lie in the District Court of Johnson County, Texas.
- 5.4 **Liability.** Nothing herein shall alter or change the legal responsibility under existing law for a Party, nor will this Agreement cause Johnson or Hill to incur additional liability other than liability it would have under the law without this Agreement. By entering into this Agreement, Johnson and Hill do not waive any defenses or immunities as a political subdivision of the State of Texas under common law, the Texas Constitution, Texas Statutes or Federal Statutes.
- 5.5 **Approvals.** The Commissioners Court of Johnson and Hill in accordance with the Interlocal Cooperation Act must approve this Agreement.
- 5.6 **Binding Nature of Agreement.** This Agreement is contractual and is binding upon the Parties hereto and their successors, assigns and representatives.
- 5.7 **Severability.** In the event that any portion this Agreement shall be found to be contrary to law it is the intent of the Parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.
- 5.8 **Authority.** The undersigned officers and/or agents of the Parties hereto 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 in full force and effect.

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

HILL COUNTY

  
Justin W. Lewis, County Judge

Date: 8-24-2021

  
Rodney B. Watson, County Sheriff

Date: 8-25-2021

Attest:

*Nicole Tanner by Jara Barnett*

Date: 8-25-21

Nicole Tanner, County Clerk

JOHNSON COUNTY

*Roger Harmon*

Date: 8-23-21

Roger Harmon, County Judge

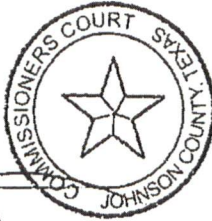
*Adam King*

Date: 8-23-21

Adam King, County Sheriff

Attest:

*Becky Ivey*



Date: 8-23-21

Becky Ivey, County Clerk