

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

This Amended 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 Alvarado, a municipal corporation situated in Johnson County, Texas, 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, through its Police Department and Marshal's Office, 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 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 issued by its Police Department and Marshal's Office classified as Class C Misdemeanor offenses into NCTCIC.; and

WHEREAS, for this Agreement, references to warrants issued by City includes warrants issued by the Police Department of the City and warrants issued by the Marshal's Office of the City.

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 the date on which the last Party to this Agreement shall sign and shall terminate on September 30, 2018. 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 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 (15th) 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 not be charged a fee 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 from the NCTCIC by the Texas Department of Public Safety ("DPS") or any other reason.
- 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

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.
MISCELLANEOUS

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.

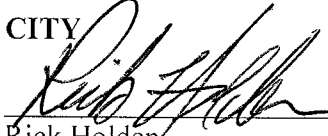
In the event that any provision of this Agreement shall be held illegal or unenforceable, such provision shall be severed and shall be null and void, but the balance of the Agreement shall continue in full force and effect to the extent possible.

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.

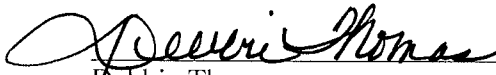
Executed in duplicate originals, each of which shall have the full force and effect of an original.

CITY


Rick Holden
City Manager

Date: 5/14/18


Attest:


Debbie Thomas
City Secretary

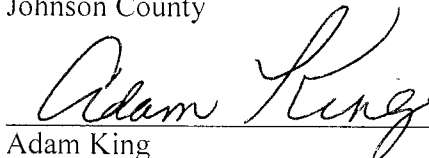


5-14-18

JOHNSON COUNTY



Roger Harmon
County Judge
Johnson County

Date: May 29, 2018


Adam King
Sheriff
Johnson County

Date: May 29, 2018

Attest:


Becky Ivey
County Clerk
Johnson County

Date: May 29, 2018

