

**INTERLOCAL COOPERATIVE AGREEMENT BETWEEN CALDWELL
COUNTY AND THE CITY OF LOCKHART FOR LAW ENFORCEMENT
SERVICES**

THIS INTERLOCAL COOPERATION AGREEMENT (this "Agreement") is made and entered into by and between Caldwell County, Texas, a political subdivision of the State of Texas (hereinafter referred to as "County"), by and through the Caldwell County Sheriff's Office, and the City of Lockhart, a Home Rule municipality of the State of Texas (hereinafter referred to as "City"), by and through its Mayor.

WHEREAS, the City is located entirely within the County; and

WHEREAS, the City's law enforcement services are provided through its police department; and

WHEREAS, the City's police department is currently understaffed; and

WHEREAS, the County, through the Caldwell County Sheriff's Office, provides law enforcement services to the citizens of Caldwell County and has legal authority to extend those law enforcement services into the geographical area of the City; and

WHEREAS section 791.011 (c) of the Interlocal Cooperation Act, Texas Government Code chapter 791 (the "Act"), provides that governmental entities may contract with each other for the provision of governmental functions or services which each party to the contract has the authority to perform individually; and

WHEREAS law enforcement services are governmental functions within the meaning of section 791.003(3) of the Act; and

WHEREAS the City and the County are "local governments" within the meaning of section 791.003(4) of the Act; and

WHEREAS the City and the County each have the authority under Texas law to perform law enforcement services, as required by section 791.011(c)(2) of the Act; and

WHEREAS, the City desires to enter into an agreement with the County whereby the County, through its Sheriff's Office, will provide law enforcement services to the City and its inhabitants on an as-needed basis; and

WHEREAS, the County agrees to render such law enforcement services through the Sheriff's Office;

NOW THEREFORE, in consideration of the covenants, conditions, performances, and promises contained herein, the County and the City agree as follows:

I. TERM OF AGREEMENT

a. The County and the City agree that the initial term of this Agreement shall commence on the date it is formally and duly executed by both the County and the City (the "Effective Date") and shall have an initial term of six months unless earlier terminated as provided herein.

b. Notwithstanding the foregoing, this Agreement may be terminated during the initial term by either party by giving sixty (60) days written notice of intent to terminate to the other party. Any notice of intent to terminate must be delivered by deposit in the United States mail, certified, return receipt requested, to the other party at the addresses set out herein.

c. At or prior to the completion of the initial term of this Agreement, the parties may agree to extend Agreement for an additional period of time under the same terms and conditions contained herein or may amend this Agreement to modify such terms and conditions.

d. In the event that the parties do not take action to terminate or extend this Agreement by the end of the initial term, the terms and conditions of this Agreement shall continue on a month-to-month basis unless and until a party provides thirty (30) days certified mail written notice to the other party of its intent that the Agreement terminate at a specific time and date.

II. SERVICES TO BE PROVIDED

1. When requested by the City Manager or identified as a need by the City's acting, interim, or full-time Police Chief (hereinafter "Police Chief), the County, through the Sheriff's Office, will assign or permit other personnel of the Sheriff's Office to provide law enforcement services to the City, who shall be supervised by the Police Chief to perform patrol, investigative or special services within and on behalf of the City.
2. The City Manager and Police Chief shall coordinate with the Sheriff's Office to ensure that the use of Sheriff's Office personnel will not interfere with its providing of law enforcement services to the County. The Sheriff's Office shall not be required to provide personnel if personnel are not available due to staffing shortages as determined by the Sheriff.
3. To the extent approved by the City Manager, personnel of the Sheriff's Office shall be allowed to use the existing City office space and facilities to accomplish or provide the law enforcement services for the City described in this Agreement.

4. Personnel of the Sheriff's Office assigned to provide law enforcement services for the City shall provide such services within the corporate limits of the City, provided that such personnel may be directed to duties outside the City in cases of public urgency.
5. Personnel of the Sheriff's office shall not be expected or authorized to enforce City ordinances that are not within the jurisdiction of a county sheriff.
6. The Sheriff's Office shall be responsible for maintaining a record of the identity of all County personnel who provide services to the City under this Agreement and the amount of time each such County employee expends in providing such services. The Sheriff's Office shall provide a report to the City of such information on a monthly basis in the manner and at the time directed or requested by the City's Human Resources Department in order for the City to meet the compensation requirements described in Section VI, below.

III. CITY/COUNTY RELATIONSHIP

- a. The County is acting hereunder as an independent contractor of the City so that:
 1. All County Employees rendering services hereunder shall be considered employees of the County for all purposes.
 2. With the exception of enforcement issues and priorities as described herein, the County shall control the conduct of County personnel, including standards of performance, discipline, and all other aspects of performance.
 3. Operational control of County's personnel, when performing services for the City, shall be the responsibility of the Police Chief, with coordination with the Sheriff's Office, including but not limited to establishing work shifts and schedules, assignments, training requirements, overtime, etc. to accomplish the services contained in this Agreement.
 4. The City shall have the right to require the County to replace County personnel assigned to provide services under this Agreement, provided such requirement is made for reasonable cause. "Reasonable cause" shall include, but will not be limited to the following: documented inability to correct performance deficiencies without resorting to formal discipline; an abrasive style that generates multiple citizen complaints over an extended period of time; an inability or unwillingness to perform law enforcement duties requested or required by the City that are not normally performed by Sheriff's deputies in unincorporated parts of Caldwell County.

IV. EQUIPMENT

- a. City shall make its police department equipment available to County personnel providing law enforcement services to the City under this Agreement.
- b. City agrees that equipment belonging to the County may be utilized for the purposes of this Agreement provided that such use is authorized and approved by County and the County is reasonably compensated for such use. The Sheriff's Office and the Police Chief will determine whether personnel of the Sheriff's Office shall use their own vehicles and equipment or whether they shall use City vehicles and equipment when providing services to the City.

V. COMPENSATION

a. In consideration for services provided by the County to the City, as set forth herein, the City shall pay the County the following:

1. A sum equal to the hourly overtime compensation rates of all other County personnel who perform law enforcement services for the City pursuant to this Agreement times the number of hours provided by each such County employee and reported to the City by the Police Chief under Section II b 6, above. The compensation of salaried County employees, if any, shall be pro-rated to identify and utilize the appropriate hourly overtime rate for such employees.

2. Reasonable compensation for the use of County vehicles or equipment, if any, used in providing law enforcement services to the City by the County.

3. County personnel shall receive only such health insurance coverage, vacation, sick leave, retirement, and any other employee benefits as are provided by the County, and the City shall not be responsible for providing other or additional benefits.

b. The City will be billed by the County monthly for services rendered. Payments are due within 30 days after invoicing by the County.

VI. CITY RESPONSIBILITIES

In support of the County providing the services described herein the City shall:

- a. Confer municipal police authority on County personnel as may be engaged hereunder in enforcing state law within city boundaries, for the purposes of carrying out this Agreement, and to the extent allowed by law.

- b. Provide the criminal justice system services necessary to support this Agreement that are directly attributable to enforcement of state and municipal laws within City, including municipal court, jail, court personnel, and prosecutor.

c. To maintain, at its expense, the police department building and its related utilities, janitorial services, furnishings, fixtures, and City-owned equipment at the same level of maintenance as other City-owned and operated buildings.

d. Retain the authority to provide law enforcement and criminal justice services to its citizens from other sources. This Agreement shall not be construed as an exclusive Agreement for law enforcement services, and the City may contract for additional or different law enforcement services with other agencies.

VII. PERFORMANCE REVIEWS

Upon the request of the Sheriff or City Manager, the respective parties or their designees shall meet to address any performance issues or concerns related to this Agreement. The meeting shall take place within seven (7) days of such request.

VIII. GENERAL PROVISIONS

a. General Administration: Administering this Agreement and the contact person for the City shall be the responsibility of the City Manager and Administering this Agreement and the contact person for the County shall be the responsibility of the Sheriff, or the respective designees of each.

b. Alteration, Amendment or Modification: This Agreement may not be altered, amended, or modified except in a subsequent writing signed by the Parties. No official, agent, employee, or representative of either the County or the City has the authority to alter, amend, or modify the terms of this Agreement, except in accordance with express authority as may be respectively granted by either the Caldwell County Commissioners Court or the Lockhart City Council.

c. Notices: Any notices sent pursuant to this Agreement shall be in writing and must be sent by registered or certified mail, postage prepaid, return receipt requested. Notices sent pursuant to this Agreement shall be delivered or sent to the County and the City at the following addresses:

County Judge, Caldwell County
110 S. Main St., Room 101
Lockhart, Texas 78644

Lockhart City Manager
P. O. Box 239
Lockhart, TX 78644

County Sheriff, Caldwell County
1204 Reed Drive
Lockhart, Texas 78644

When notices sent pursuant to this Agreement are mailed by registered or certified mail, notice shall be deemed effective three (3) days after deposit in a U.S. mailbox or at a U.S. post office.

- a. Severability: If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement.
- b. Breach: The failure of either party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement. However, the parties agree to work together to resolve disputes arising under this Agreement, including a breach. In the event of an alleged breach or other dispute, notice shall be provided to the other party as provided above and the parties shall cooperate in an attempt to resolve such breach or dispute for a period of at least 60 (sixty) days, prior to sending notice of termination or taking any other remedial action.
- c. Non-Waiver: The waiver by either party of a breach of this Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision. Nothing in this Agreement is intended by either party to constitute a waiver of any immunity from suit or liability to which it is entitled under applicable law.
- d. Entire Agreement; Third Parties: This Agreement constitutes the entire agreement between the County and the City. No other agreement, statement, or promise relating to the subject matter of this Agreement not contained in this Agreement or incorporated by reference in this Agreement shall be valid or binding. This Agreement is not intended to confer any rights on any third parties.

EXECUTED EFFECTIVE AS OF THE DATE OF THE PARTY LAST SIGNING:

CALDWELL COUNTY

CITY OF LOCKHART

Hoppy Haden, County Judge



Lew White, Mayor

Date: _____

Date: 11-7-2022

Mike Lane, County Sheriff

Date: _____