

**LAW ENFORCEMENT COOPERATION INTERLOCAL AGREEMENT
BETWEEN GARZA COUNTY, TEXAS AND THE CITY OF POST, TEXAS**

This Agreement is made and entered into this 26th day of October, 2015, by and between the GARZA COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter the "County"), and the CITY OF POST, TEXAS, a municipal city of the State of Texas (hereinafter the "City").

RECITALS

A. The County and the City desire that the County and City cooperate in the responsibility for law enforcement services within the city limits of the City.

B. Pursuant to Chapter 791 of the Texas Government Code permits local government units to enter into interlocal agreements relating to cooperation and the furnishing of police services for such periods and under such conditions as the parties deem advisable.

C. The County and the City have determined that it will be mutually beneficial to each to exercise the powers bestowed upon them by State law and for the County to provide law enforcement services within the city limits of the City.

D. By this Law Enforcement Cooperation Agreement, the County and the City intend to establish the terms and conditions under which the County will provide law enforcement services within the city limits of the City.

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

1. Law Enforcement Services in City. During the term of this Interlocal Agreement, the County agrees to provide law enforcement services within the City. In

performing law enforcement services within the City pursuant to this Agreement, law enforcement officers of the Sheriff's office, including the Sheriff, deputies, constables and deputy constables of the County shall have the same powers, rights, benefits, privileges and immunities afforded under State law. Within the city limits, law enforcement officers of the Sheriff's office, including the Sheriff, deputies, constables and deputy constables of the County shall have full police powers and shall be authorized to enforce the laws of the State of Texas and make arrests and issue summons for violations thereof.

2. Scope of Services. The County agrees, through the Garza County Sheriff's office, to provide law enforcement services to the City which will include, but not be limited to, the following:

- a. Patrol services with random patrolling of residential areas, business, parks, and other public property areas;
- b. Enforcement of Texas State statutes and ordinances of the City.
- c. Traffic Enforcement including the regular use of radar or laser as a speed deterrent;
- d. Crime Prevention Programs such as neighborhood watch, as well as other business and residential crime prevention programs;
- e. Criminal investigative and crimes lab services;
- f. Follow up on reported crimes with persons who reported the crime including routine notification by telephone or mail as to the status of the investigation;
- g. Responses to medical, fire, and other emergencies;

- h. Dispatching and other necessary communication services;
- i. Coordination of volunteer program such as the Community Affairs Officer and Reserve Programs;
- j. Driver's license inspections, background checks and license enforcement services as called for under applicable state law and city ordinances;
- k. Special event traffic patrol and patrol services for community festivals or other special events; and
- l. Attendance at Public Safety or City Council meetings as requested by the City.

3. Term. This Agreement shall be effective from October 1, 2015, until September 30, 2016. This Agreement shall be automatically extended for consecutive and successive one-year terms unless either party terminates this Agreement pursuant to the termination provisions contained herein.

4. City Limits of the City. This Agreement shall apply to and be effective within the city limits of the City.

5. Command and Control. The law enforcement officers of the Sheriff's office operating under this Agreement shall remain subject to the command, control, and supervision of the Garza County Sheriff while performing law enforcement services in the City and shall comply with the operational policies of the County.

6. Costs. The City shall provide one-half of the Sheriff's office patrol and dispatch budget, as approved by the County Commissioners for Garza County, as its sole

cost for the County's provision all personnel, motor vehicles, and equipment related to the performance of this Agreement.

7. Rights of Law Enforcement Officers. While acting under or pursuant to this Agreement any law enforcement of the Sheriff's office shall have all the immunities from liabilities and exemptions from laws, ordinances and regulations and shall have all the pension, relief, disability, Workers' Compensation, and other benefits enjoyed by them while performing their respective duties for the County.

8. Indemnification. The County and the City agree that, to the extent it is legal to do so, the County will indemnify and hold harmless the City from all claims by third parties for property damage or personal injury which may arise out of the activities of the County in the performance of this Agreement.

9. Immunities. This Agreement shall not be construed to impair or affect any sovereign or governmental immunity or official immunity that may otherwise be available to the City, County or any officer, agent or employee of the City or County.

10. Termination. Either party to this Agreement shall have the right to terminate this Agreement, with or without cause, by giving written notice to the Chief Administrative Officer of the other party by certified mail – return receipt requested. Any termination shall be effective sixty (60) days after receipt of notice of termination.

11. Completeness of Agreement. This Agreement represents the entire and integrated agreement between the County and the City related to law enforcement and supersedes all prior negotiations, representations or agreements, either oral or written. This Agreement may be amended only by written instrument signed by authorized representatives of the parties.

12. All funds for payment by the City under this Agreement are subject to the availability of an annual appropriation for this purpose by the City of Post. Unless terminated pursuant to other applicable termination provisions contained in this Agreement, in the event of non-appropriation of funds by the City Council of the City of Post for the law enforcement services provided under this Agreement, the City will terminate this Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the law enforcement services covered by this Agreement is spent, whichever occurs first.

IN WITNESS WHEREOF, the parties have entered into this Agreement to be duly executed in two counterparts, each of which shall constitute an original, by their respective presiding officers and attested by their respective clerks.

[SIGNATURE PAGE TO IMMEDIATELY FOLLOW]

GARZA COUNTY, TEXAS

By: Lee Norman
Lee Norman, County Judge

ATTEST:

[Signature]
Clerk

CITY OF POST, TEXAS

By: Archie Gill
Archie Gill, Mayor

ATTEST:

Deana Smith
City Secretary

SHERIFF

By: Terry Morgan
Terry Morgan, Sheriff

ATTEST:

[Signature]
Clerk