

**Interlocal Agreement for the Operation of the
Stop the Offender Program (S.T.O.P.) Special Crimes Unit**

1. IDENTITY OF AGREEMENT AND PARTIES

- 1.1 This Agreement is made on the date of the last party's signature to this agreement and is between the County of Johnson, Texas, hereinafter referred to as "County and the following cities pursuant to Chapter 791 of the Texas Government Code.
- 1.2 The City of Alvarado; hereafter referred to as Alvarado;
- 1.3 The City of Burleson; hereafter referred to as Burleson;
- 1.4 The City of Cleburne; hereafter referred to as Cleburne; and
- 1.5 The City of Joshua; hereafter referred to as Joshua
- 1.6 Local Law Enforcement Units as used herein refer to the Police Department of each of the Cities named above or to the Johnson County Sheriff's Office when referring to law enforcement entity of Johnson County.
- 1.7 The Participating Cities when referenced in combination with Johnson County shall be known as the Participating Government Entities or PGEs.
- 1.8 The designated personnel or employees of the PGEs when acting in concert to carry out the purposes of this Agreement shall constitute a special crimes unit or SCU which shall also be known as the Stop the Offender Program unit (S.T.O.P.) or STOP SCU.

2. PREAMBLE

- 2.1 **Whereas**, the Participating Government Entities desire and seek to form an agreement for cooperation and mutual aid in the investigation, apprehension, and prosecution of persons involved or associated with certain major criminal activities including but not limited to homicide, sexual assault, robbery, and homeland security, as well as activities related to the manufacture, transportation, distribution, sale, transfer or possession of controlled substances and illegal narcotics or other illegal drugs.
- 2.2 **Whereas**, the Johnson County District Attorney's Office will, subject to its exercise of prosecutorial discretion, conduct forfeiture and prosecution proceedings on behalf of the SCU.
- 2.3 **Whereas**, the subject of this Agreement is necessary for the benefit of the public and each party has the legal authority to perform and provide the governmental function or service which is the subject of this Agreement; and

- 2.4 **Whereas**, the County and each Participating Government Entity agree to each accept the responsibility to adhere to all pertinent federal, state and local laws or regulations
- 2.5 **Whereas**, the PGEs firmly believe that the Special Crimes Unit (SCU) is vital to the protection of the health, safety, and wellbeing of the residents of the PGEs. The PGEs desire to create a Special Crimes Unit (SCU) for the purposes set forth herein.
- 2.6 **Whereas**, the parties find that the performance of this Agreement is in the common interest of all the parties and of all the residents of the PGEs.
- 2.7 **Whereas**, the Parties recognize that the investigation of certain crimes and apprehension of certain suspects may present equipment and manpower requirements beyond the capacity of each individual Party; and
- 2.8 **Whereas**, the Office of the District Attorney of Johnson County, Texas and Participating Government Entities named in this Agreement are desirous of entering into an Agreement between the parties regulating the disposition of property and moneys (as defined by law) seized by the SCU pursuant to civil and criminal statutes of the State of Texas; and
- 2.9 **Whereas**, the District Attorney has the duty to represent the State of Texas regarding forfeitures of property pursuant to various civil and criminal statutes; and
- 2.10 **Whereas**, the Parties must confront the threats to public health and safety posed by possible criminal activity capable of causing severe damage to property and danger to life; and
- 2.11 **Whereas**, the governing officials of the parties desire to secure for each Party the benefits of Mutual Aid for the protection of life and property and the investigation of certain criminal activity and the apprehension of suspects; and
- 2.12 **Whereas**, the Parties wish to make suitable arrangements for furnishing Mutual Aid in coping with the investigation of certain criminal activity and the apprehension of suspects and are so authorized to make this Agreement pursuant to Chapter 791, Texas Government Code (Interlocal Cooperation Act); and Chapter 362, Local Government Code; and
- 2.13 **Whereas**, the Parties recognize that a formal agreement for Mutual Aid would allow for better coordination of effort, would provide that adequate equipment and manpower is available, and would help ensure that Mutual Aid is accomplished in the minimum time possible and with the maximum efficiency, and thus desire to enter into an agreement to provide Mutual Aid.

NOW THEREFORE, for the mutual consideration stated herein the parties agree as follows:

3. MEMBERSHIP

- 3.1 The person designated to control and coordinate the activities of the Special Crimes Unit shall be known as the Special Crimes Unit Commander
- 3.2 The parties to this Agreement are the PGEs described above.
- 3.3 In order to establish and staff the Johnson County Special Crimes Unit the PGEs will assign and provide the following personnel to the Johnson County Special Crimes Unit:
- 3.4 Johnson County will provide five (5) or more sworn peace officers and one (1) administrative person.
- 3.5 Alvarado will provide one (1) or more sworn peace officers.
- 3.6 Burleson will provide two (2) or more sworn peace officers and one (1) administrative person.
- 3.7 Cleburne will provide two (2) or more sworn peace officers.
- 3.8 Joshua will provide one (1) or more sworn peace officers.

4. BOARD OF DIRECTORS

- 4.1 The SCU shall be managed by a Board of Directors.
- 4.2 The Board of Directors, hereinafter referred to as the Board shall consist of the following persons:

Johnson County District Attorney
The Chief of Police of each PGE
The Johnson County Sheriff
The Johnson County Attorney
- 4.3 The Chairman of the Board of Directors shall be the Johnson County District Attorney.
- 4.4 Each Board member shall have one vote.
- 4.5 Each Board member may be represented at Board meetings by such employee of the Board members office as the Board member may choose to designate.
- 4.6 Any action by the Board shall require a majority vote of the Board members present at the meeting.

- 4.7 A quorum of the Board members shall be in attendance at a meeting of the Board in order for the Board to take any official action.
- 4.8 The Board may delegate specified functions or actions to the Commander or other Board members or persons.
- 4.9 Any expenditure of funds for a purchase or contract in excess of \$15,000.00 shall be approved by the Board of Directors and by the governing bodies of the PGEs as required by law.
- 4.10 All contracts and purchases shall be made in accordance with Texas Government Code and Local Government Code purchasing and contracting requirements for municipalities and counties.
- 4.11 The SCU Board Chairman shall exercise oversight of the SCU.
- 4.12 Any SCU Board member or their designee may conduct audits of property, assets, or funds at their discretion.
- 4.13 The Chairman shall report any discrepancies or improprieties to the Board of Directors.

5. MANAGEMENT, EQUIPMENT and HOUSING

- 5.1 Johnson County will provide office and storage space through the Johnson County Sheriff's Office including associated utilities, phone lines and, data lines.
- 5.2 The Johnson County Auditor's Office will collect, hold and disburse funds on behalf of the SCU and perform budgetary functions in the same manner as it performs such functions for Johnson County.
- 5.3 The Johnson County Auditor or his designee shall perform annual audits of the property, funds and expenditures of the SCU in the same manner that other County programs or departments are audited. The property, funds and expenditures of the SCU is also subject to independent audit at the Johnson County Auditor's discretion.
- 5.4 The Johnson County Auditor or his designee shall perform unannounced audits of imprest funds at his discretion and report the findings of the audit to the Chairman of the Board.
- 5.5 The Commander of the SCU shall have the authority to make expenditures not to exceed fifteen thousand dollars (\$15,000.00) without obtaining prior approval of the board of the SCU or the PGEs.
- 5.6 All proceeds of asset forfeitures and proceeds resulting from the sale of seized or forfeited assets shall be received by and maintained by the Johnson County Auditor until the SCU Commander requests that specific funds be disbursed for payment of expenses

within the annual budget of the SCU, or until a written directive signed by a **majority** of the **board of directors** of the SCU authorizes disbursement of funds to a PGE.

- 5.7 Those administrative and accounting functions not performed by the Johnson County Auditor's Office shall be performed by the administrative personnel assigned to the SCU.
- 5.8 Each agency will provide fuel and maintenance for the automobiles that it contributes to the SCU. However, any PGE may provide and is authorized by all entities adopting this agreement to provide at its discretion and subject to availability of resources, maintenance on the vehicles being utilized by the SCU whether any such vehicle is owned by the PGE providing the maintenance service or some other governmental entity.

6. BUDGET

- 6.1 The operating budget for the current fiscal year for the STOP SCU is attached hereto and incorporated herein for all purposes. A budget for the STOP SCU shall be established and adopted each year in accord with the resources available to the STOP SCU and those made available by the PGEs.

7. CONTRIBUTION AND DISTRIBUTION

- 7.1 SCU personnel will report to duty during the hours specified by the SCU Commander.
- 7.2 Each PGE will compensate the SCU personnel detailed from the PGE to the SCU according to the compensation plan of the PGE for which the respective SCU personnel are employed.
- 7.3 Annually, the SCU Commander shall provide a written evaluation to the PGE from which each of the SCU personnel are detailed concerning the performance of each person detailed to the SCU. This information shall be reflected in the annual evaluation of the individual SCU personnel.
- 7.4 The Commander of the SCU shall be subject to performance review by the Chairman of the Board. The Chairman of the Board shall annually review the performance of the SCU Commander.

8. TRANSFER OF CERTAIN FORMER STOP NARCOTICS TASK FORCE ASSETS

- 8.1 Certain parties to this Agreement were previously participants in a multi-jurisdictional organization known as the STOP Narcotics Task Force.
- 8.2 Said STOP Narcotics Task Force has been dissolved and the activities wound down and assets distributed to the entities which participated in said STOP Narcotic Task Force.

- 8.3 The PGEs who are parties to this Agreement wish and desire to assign and do hereby assign all assets which are distributed to, or allocated to such individual governmental entity as a result of the dissolution of the STOP Narcotics Task Force to the use and benefit of the STOP SCU. The Johnson County cities which participated in the S.T.O.P. Narcotics Task Force recognize that certain proceeds and equipment (program income) is held and owned by Johnson County and said cities desire that the equipment and proceeds resulting from the dissolution of said Task Force remain the property of Johnson County for the purpose of organizing and operating the STOP SCU.
- 8.4 Officers or employees whose job assignment is primarily to the STOP SCU may hereafter be referred to Stop the Offender Program or STOP personnel or officers or as Special Crimes Unit Personnel (SCUP) or in the case of sworn officers only, Special Crimes Unit Officers (SCUOs).

9. SELECTION OF STOP SCU COMMANDER

- 9.1 The STOP SCU Commander shall serve at the pleasure of the Board of Directors and shall be selected by a majority vote of the Board.
- 9.2 Any action to dismiss or replace the selected Commander from his duties as STOP SCU Commander shall require a majority vote of the Board.

10. SCU COMMANDER SCOPE OF AUTHORITY

- 10.1 When providing assistance under the terms of this Agreement, the personnel, equipment, and resources of any PGE will be under the operational control of the SCU Commander.
- 10.2 The Commander shall set working hours, place of work, and shall have day to day control of the work activities of the persons assigned to the STOP SCU.
- 10.3 The command and control of investigations and law enforcement activities shall be under the control and supervision of the Commander.
- 10.4 The Commander has the authority to determine whether any equipment being provided by any PGE or any entity which desires to become a PGE is of a type and quality that will benefit the STOP SCU. All such equipment must be in good working order and not in need of immediate maintenance or repair.
- 10.5 All personnel who are assigned to the SCU must meet the fitness and firearms qualifications of their PGE, along with personal character standards established and interpreted by the Commander.
- 10.6 Providing and continuing to provide personnel and equipment that are reasonably satisfactory to the Commander for the purposes set out herein may be a condition of continued participation in the SCU.

- 10.7 The SCU Commander will develop and adopt a manual setting forth standards for the personnel assigned to the SCU. Such assignment to the SCU does not create additional rights of employment and does not make the SCU personnel an employee of any entity other than the one which formally identifies itself as the employer of the person.
- 10.8 The SCU Commander will report to the Chairman of the Board of the SCU.

11. DISTRICT ATTORNEY PARTICIPATION

- 11.1 The District Attorney will diligently pursue all prosecutable forfeiture actions which arise from operations initiated and investigated by the SCU.
- 11.2 Property seized by the SCU under the provisions of law shall remain in the custody of the SCU or subject to the control of the SCU Commander until final disposition of the forfeiture action.
- 11.3 Funds seized by the SCU under the provisions of law may be placed in the custody of the Johnson County Treasurer until final disposition of the forfeiture action, provided such funds are maintained and accounted for separately subject to review by the SCU and the Johnson County Auditor or Chief Financial officer of any PGE.
- 11.4 Upon final disposition of a forfeiture action, all funds, interest accrued, and property attributable to the efforts of the SCU shall be awarded to the SCU for utilization in its continued operation.
- 11.5 All property and funds awarded to the SCU under forfeiture action represent SCU income. These funds shall be added to the funds committed to the project by the PGEs. SCU income (forfeiture, etc.) may be retained by the SCU in an account established by the Johnson County Auditor's Office. The funds may be retained from year to year until such time as they are distributed among the District Attorney's Office and the PGEs pursuant to the terms of this Agreement or such other written agreement for the distribution of funds and property as may be executed by the PGEs. Retained SCU funds must be used for purposes that further the objectives of the Agreement.
- 11.6 Property awarded to the SCU may be sold by the SCU according to the laws governing disposition of seized or forfeited property and the income from such sales shall be classified as SCU income.

12. CONSIDERATION

- 12.1 The consideration for the making of this Agreement is the mutual benefit received in enhanced law enforcement capability of each Participating Governmental Entity and the benefit conferred by each making the contribution of funds and personnel described herein.

13. ALLOCATION OF FUNDS

- 13.1 Any allocation of funds from program income shall be made no more than once annually if a surplus is determined to exist by the Board of Directors.

14. OWNERSHIP OF EQUIPMENT UPON TERMINATION

- 14.1 Upon termination of this Agreement, ownership of equipment, hardware, and other non-expendable items will revert to the PGE which supplied the equipment or the PGE to which it was allocated.

15. DUTIES OF PARTIES

- 15.1 Personnel who are assigned, designated or ordered by their governing body to perform duties pursuant to this Agreement shall continue to receive the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and workers' compensation benefits, as though the service had been rendered within the limits of the jurisdiction where the personnel are regularly employed.

16. INSURANCE

- 16.1 **WORKERS' COMPENSATION COVERAGE:** Each Party shall be responsible for its own actions and those of its employees and is responsible for complying with the Texas Workers' Compensation Act.
- 16.2 **GENERAL LIABILITY, PUBLIC OFFICIALS LIABILITY, AND LAW ENFORCEMENT LIABILITY:** To the extent permitted by law and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of, or in any way connected with, its own actions, and the actions of its personnel in providing services or assistance pursuant to the terms and conditions of this Agreement. Each Party agrees to obtain general liability, public official's liability and law enforcement liability, if applicable, or maintain a comparable self-insurance program.
- 16.3 **OTHER COVERAGE:** Each PGE shall provide and maintain their standard packages of medical and death benefit insurance coverage, while their personnel are assigned to the SCU.
- 16.4 **NO WAIVER:** No Party waives or relinquishes any immunity or defense on behalf of itself, its officers, employees and agents as a result of the foregoing sentence or its execution of this Agreement and the performance of the covenants contained herein.

17. MISCELLANEOUS PROVISIONS

- 17.1 This Agreement is made in Texas and shall be construed, interpreted, and governed by the laws of such state. The parties consent to the jurisdiction and venue of the courts of Johnson County, Texas for any action under this agreement.
- 17.2 The expense of any payments or performance required by this Agreement shall come from the current revenues available to the parties; and
- 17.3 By entering into this Agreement the parties do not intend to create any rights or obligations other than those specifically set forth herein and the Agreement shall not create rights in persons not a party to this Agreement.
- 17.4 It is understood that certain Parties may have heretofore contracted, or may hereafter contract with each other, for Mutual Aid in Law Enforcement situations, and it is agreed that, to the extent there is a conflict between this Agreement and any such Mutual Aid agreement, the provisions of this Agreement shall be superior to any such individual contract. Notwithstanding the foregoing, the Parties acknowledge that each Party may also be a party to agreements, similar to this Agreement, with other government entities.
- 17.5 The Parties agree that Mutual Aid, in the context contemplated herein, is a "governmental function and service", and that the Parties are "local governments", as that term is defined herein and in the Interlocal Cooperation Act, Texas Government Code Chapter 791.
- 17.6 If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and, to this end, the provisions of this Agreement are severable.
- 17.7 If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and, as so modified, this Agreement shall continue in full force and effect.
- 17.8 This Agreement may be amended only by the mutual written consent of the Parties.
- 17.9 Any Party may at any time, by resolution or notice given to all the other Parties, decline to participate in the SCU. The governing body of a Party, which is a signatory hereto, shall, by resolution, give notice of termination of participation in this Agreement and submit a certified copy of such resolution to all parties. Such termination shall become effective not earlier than 30 days after the filing of such notice. The termination by one or more of the Parties of its participation in this Agreement shall not affect the operation of this Agreement, as between the other Parties hereto. Termination of this Agreement as to one party does not cause a dissolution of the SCU, and further; any party withdrawing from the SCU will not be entitled to withdraw any portion or the proceeds or equipment that were derived from the dissolution of the S.T.O.P. Narcotics Task Force from the SCU.

- 17.10 This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create, any rights in third parties.
- 17.11 The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision, and are not to be used in construing this Agreement.
- 17.12 This Agreement shall become effective as to each Party on the date of execution by all of the PGEs named herein and shall continue in force and remain binding on each and every Party until terminated by the terms of this Agreement.
- 17.13 Each named Participating Governmental Entity, by approval of this Agreement hereby authorizes the persons named as members of the Board of Directors from that City or from Johnson County to act in the capacity as a member of the Board of Directors of the STOP SCU and take such actions as are authorized by law. The County and each named city also delegate such authority and power to the persons constituting the board as may be lawfully delegated and as is necessary and lawful to carry out the provisions of this agreement.
- 17.14 Each Party that performs services or furnishes aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall have any liability for the failure to expend funds to provide aid hereunder.
- 17.15 The parties hereto understand and agree that this Agreement does not create an independent political subdivision, corporation or other independent legal entity. This agreement provides a structure for political subdivisions to work together to achieve certain common law enforcement goals.

18. NOTICE

- 18.1 Notice to Johnson County shall be accomplished by delivery to the Johnson County Judge, Johnson County Judge's Office, Two North Main Street, Cleburne, Texas 76033.
- 18.2 Notice to the Johnson County Sheriff shall be accomplished by delivery of notice via certified mail to the Johnson County Sheriff at 1102 E. Kilpatrick, Cleburne, Texas 76031.
- 18.3 Notice to the City of Cleburne shall be accomplished by delivery of notice via certified mail to the Chief of Police at 302 West Henderson, Cleburne, Texas 76033.
- 18.4 Notice to the City of Burleson shall be accomplished by delivery of notice via certified mail to the Chief of Police at 1161 S.W. Wilshire Blvd., Burleson, Texas 76028.
- 18.5 Notice to the City of Alvarado shall be accomplished by delivery of notice via certified mail to the Chief of Police at 600 S Pkwy Dr., Alvarado, Texas 76009.

- 18.6 Notice to the City of Joshua shall be accomplished by delivery of notice via certified mail to the Chief of Police at 102 S. Main St., Joshua, Texas 76058.
- 18.7 Notice to the District Attorney's Office shall be accomplished by delivery of notice via certified mail to the Johnson County District Attorney, Johnson County District Attorney's Office, Guinn Justice Center, 204 South Buffalo Avenue, Second Floor, Cleburne, Texas 76033.
- 18.8 Notice to the County Attorney's Office shall be accomplished by delivery of notice via certified mail to the Johnson County Attorney, Johnson County Attorney's Office, Guinn Justice Center, 204 South Buffalo Avenue, Fourth Floor, Cleburne, Texas 76033.

19. AUTHORITY TO EXECUTE

- 19.1 This Agreement has been executed by the Parties hereto; each respective entity acting by and through its duly authorized official as required by law; on multiple counterparts, each of which shall be deemed to be an original. The date of execution shall be the date specified on the last of the multiple counterparts executed by the PGEs named herein.
- 19.2 This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- 19.3 This Agreement may be amended or supplemented from time to time by the addition or modification of terms approved by the governing bodies of the entities participating herein.
- 19.4 The Agreement has been officially authorized by the governing or controlling body or agency of each Party hereto by order, ordinance, or resolution, and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.
- 19.5 The parties hereto recognize and understand that the signature hereon of the Sheriff, District Attorney, County Attorney, and Chiefs of Police of the various cities signifies an agreement to cooperate in attaining the goals of this Agreement and does not represent or purport to represent the authority to bind Johnson County or their respective cities.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

JOHNSON COUNTY, TEXAS:

NAME: Christopher Boedeker

Signature: _____
County Judge, Johnson County

DATE: _____

Attest: _____
County Clerk Johnson County

CITY OF ALVARADO:

NAME: Paul DeBuff

Signature: _____
City Manager

DATE: _____

NAME: Teddy May

Signature: _____
Chief of Police

DATE: _____

CITY OF BURLESON:

NAME: Chris Fletcher

Signature: _____
Mayor

DATE: _____

NAME: Billy Cordell

Signature: _____
Chief of Police

DATE: _____

CITY OF CLEBURNE:

NAME: Michael Marrero

Signature: _____ DATE: _____
City Manager

NAME: Rob Severance

Signature: _____ DATE: _____
Chief of Police

CITY OF JOSHUA:

NAME: Mike Peacock

Signature: _____ DATE: _____
City Manager

NAME: Shawn Fullagar

Signature: _____ DATE: _____
Chief of Police

DISTRICT ATTORNEY:

NAME: Tim Good

Signature: _____ DATE: _____

COUNTY ATTORNEY:

NAME: Bill Moore

Signature: _____ DATE: _____

JOHNSON COUNTY SHERIFF:

NAME: Adam King

Signature: _____

DATE: _____