

**INTERLOCAL COOPERATION AGREEMENT
ESTABLISHING CONCURRENT ENFORCEMENT JURISDICTION BETWEEN
THE CITY OF EVERMAN
AND
THE CITY OF FORT WORTH**

THE STATE OF TEXAS §
 § **KNOW ALL BE BY THESE PRESENTS:**
COUNTY OF TARRANT §

THIS AGREEMENT ("Agreement") is made and entered into by the City of Everman, Texas ("Everman"), a home rule municipality of the State of Texas, and the City of Fort Worth, Texas ("Fort Worth"), a home rule municipality of the State of Texas (collectively, the "Parties"), each acting by and through its duly appointed and authorized representatives.

RECITALS

WHEREAS, Section 791 of the Texas Government Code provides that governmental entities of the State may contract with each other to provide governmental functions and services to protect public health; and

WHEREAS, Fort Worth owns and has territorial jurisdiction over territory that is contiguous to the jurisdictional limits of Everman; and

WHEREAS, the territory that constitutes the subject of this Agreement (the "Territory") consists of roadways and areas within the territorial jurisdiction of Fort Worth. The Territory is more fully described in Exhibit "A," which is attached hereto and made a part hereof for all purposes.

WHEREAS, police officers' authority to make warrantless arrests is limited to their geographical jurisdiction under common law and the Code of Criminal Procedure Chapter 14.

WHEREAS, Code of Criminal Procedure Article 14.03(g) was amended in 2005 to expand a municipal officer's authority to make stops and arrests for traffic violations beyond the city limits of the boundaries of any county in which the municipality is located.

NOW, THEREFORE, in consideration of the mutual promises and consideration provided for herein, the receipt and sufficiency of which are hereby confirmed, Fort Worth and Everman hereby agree to the following:

1. TERRITORY

The Territory that constitutes the subject of this Agreement is described in Exhibit "A," which is attached hereto and made a part hereof for all purposes.

2. SERVICES

Of and from the Effective Date of this Agreement, the Everman Police Department shall have and assume concurrent jurisdiction for the purposes of enforcing state laws under the Transportation Code, Code of Criminal Procedure, Penal Code, and Health and Safety Code. Everman Police Officers will file fine-only misdemeanor cases within

the original jurisdiction of Fort Worth, Texas with the Tarrant County Justice of the Peace Precinct 8. No arrests through immediate disposition of Subtitle C, Title 7, Transportation Code will be authorized by Everman Police Officers in the original jurisdiction of Fort Worth, Texas. Everman Police Officers will file misdemeanor and felony non-fine cases with the Tarrant County Criminal District Attorney's Office. Everman Police Officers will respond and assist the Fort Worth Police Department on calls for service within this Territory, as staffing allows.

3. TERMINATION

Either Party may terminate this Agreement upon thirty days' written notice to the other, provided, however, that termination shall not apply to any case pending on the effective date of termination.

4. INDEPENDENT CONTRACTOR

The Parties agree that this Agreement is not a joint enterprise and neither is a contractor, independent or otherwise, partner, or agent of the other.

5. PAYING FOR PERFORMANCE

Either Party paying for the performance of governmental functions or services under this Agreement will make those payments from current revenues available to the paying Party. This Agreement does not require an expenditure of City of Fort Worth funds; however, the Parties agree that the Party paying for the performance of governmental functions or services under this Agreement has been fairly compensated.

6. RIGHT TO AUDIT

Everman agrees that Fort Worth shall, until the expiration of three years after final payment under this Agreement, or the final conclusion of any audit commenced during the said three years, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of the Everman involving transactions relating to this Agreement at no additional cost to Fort Worth. Everman agrees that Fort Worth shall have access during normal working hours to all necessary Everman facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Fort Worth shall give Everman reasonable advance notice of intended audits. Fort Worth and Everman acknowledge and agree that such access under this section is subject to the limitations and requirements of the Texas Public Information Act.

7. NOTICES

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other Party, c/o the designated person listed below; or (2) received by the other Party by United States Mail, registered, return receipt requested, addressed as follows:

City of Fort Worth

City of Everman

ATTN: Valerie R. Washington
Assistant City Manager
200 Texas Street
Fort Worth, Texas 76102-6311

ATTN: Craig Spencer
City Manager
212 N Race Street
Everman, Texas 76140

With Copy to the City Attorney
At same address

With Copy to City Attorney

Victoria W. Thomas
Nichols Jackson LLP
500 N. Akard Street, Suite 1800
Dallas, Texas 75201

8. GOVERNMENTAL POWERS/IMMUNITIES

It is understood and agreed that by execution of this Agreement, neither the City of Fort Worth nor the City of Everman nor the officers or employees thereof waives or surrenders any of their governmental powers or immunities.

9. NO WAIVER

The failure of Fort Worth or Everman to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of Fort Worth's or Everman's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

10. GOVERNING LAW/VENUE

This Agreement shall be construed in accordance with the laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought pursuant to this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.

11. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired

12. FORCE MAJEURE

Fort Worth and Everman shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by

any governmental authority, transportation problems and/or any other similar causes.

13. HEADINGS NOT CONTROLLING

Headings and titles used in this Agreement are for reference purposes only, shall not be deemed a part of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement.

14. APPROVAL OF AGREEMENT

The governing bodies of Fort Worth and Everman have approved the execution of this Agreement, and the persons signing the Agreement have been duly authorized by the governing bodies of Fort Worth and Everman to sign this Agreement on behalf of the governing bodies.

15. REVIEW OF COUNSEL

The Parties acknowledge that each Party and its counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement.

16. AMENDMENTS

No amendment of this Agreement shall be binding upon a Party hereto unless such amendment is set forth in a written instrument, which is executed by an authorized representative of each Party.

17. ENTIRETY OF AGREEMENT

This Agreement, including Exhibit A, contains the entire understanding and agreement between Fort Worth and Everman, their assigns, and successors in interest as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent it conflicts with any provision of this Agreement.

18. COUNTERPARTS

This Agreement may be executed in one or more counterparts, and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute one and the same instrument.

Exhibit A

Everman Parkway between Oak Grove Rd. and S. Race St.

Shelby Rd. between S. Race St. and Rendon Rd.

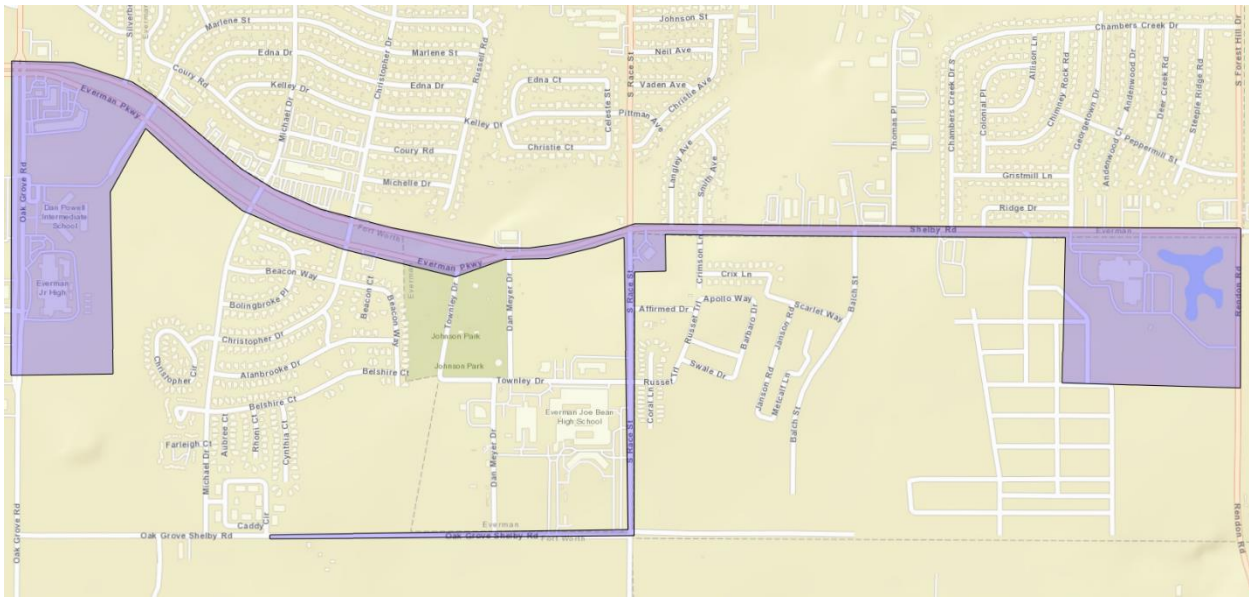
S. Race St. between Everman Pkwy/Shelby and Oak Grove Shelby Rd.

1800 – 2000 Blocks of Oak Grove Shelby Rd.

8700 – 9200 Blocks of Oak Grove Rd.

To include:

- Family Dollar Store – 2400 Shelby Rd
- EISD Administration – 1520 Everman Pkwy
- Dan Powell Early Learning Academy – 8875 Oak Grove Rd
- Roy Johnson Stem Academy – 8901 Oak Grove Rd.
- Baxter Junior High – 3038 Shelby Rd.



100 Block of Georgian Rd

7300 Block of Sheridan Rd

To include: EISD – E. Ray Elementary 7309 Sheridan Rd.

