

**INTERLOCAL COOPERATION AGREEMENT
ESTABLISHING CONCURRENT LAW ENFORCEMENT JURISDICTION
BETWEEN THE CITIES OF EVERMAN AND FOREST HILL**

**THE STATE OF TEXAS
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 Forest Hill, Texas (“Forest Hill”), a home rule municipality of the State of Texas acting by and through their respective duly appointed and authorized representatives. Everman and Forest Hill may each be referred to herein as “Party” and collectively as “Parties.”

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, Everman has territorial jurisdiction over territory that is contiguous to the jurisdictional limits of Forest Hill and Forest Hill has territorial jurisdiction over territory that is contiguous to the jurisdictional limits of Everman; and

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, Forest Hill and Everman hereby agree to the following:

1. TERRITORY

The Territory that constitutes the subject of this Agreement with regard to the City of Everman’s concurrent jurisdiction within the corporate boundaries of the City of Forest Hill is described in Exhibit "A," which is attached hereto and made a part hereof for all purposes (“Territory A”). The Territory that constitutes the subject of this Agreement with regard to the City of Forest Hill’s concurrent jurisdiction within the corporate boundaries of the City of Everman is described in Exhibit “B”, which is attached hereto and made a part hereof for all purposes (“Territory B”).

2. SERVICES

2.1 Of and from the Effective Date of this Agreement, the Everman Police Department shall have and assume concurrent jurisdiction with the Forest Hill Police Department within Territory A and the Forest Hill Police Department shall have and assume concurrent jurisdiction with the Everman Police Department within Territory B, both for the purposes of enforcing state laws under the Transportation Code, Code of Criminal Procedure, Penal Code, and Health and Safety Code.

- 2.2 Within Territory A, Everman Police Officers will file fine-only misdemeanor cases within the original jurisdiction of Forest Hill, 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 Forest Hill, 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 Forest Hill Police Department on calls for service within this Territory, as staffing allows.
- 2.3 Within Territory B, Forest Hill Police Officers will file fine-only misdemeanor cases within the original jurisdiction of Everman, 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 Forest Hill Police Officers in the original jurisdiction of Everman, Texas. Forest Hill Police Officers will file misdemeanor and felony non-fine cases with the Tarrant County Criminal District Attorney's Office. Forest Hill Police Officers will respond and assist the Everman Police Department on calls for service within this Territory, as staffing allows.

3. TERM

This Agreement shall take effect on the date first signed by both Parties and shall terminate on September 30, 2024. The Agreement will renew each year automatically, for successive one (1) year renewal terms, with the first such automatic renewal to occur on October 1, 2024, unless sooner terminated.

4. TERMINATION

Either Party may terminate this Agreement upon thirty (30) days' written notice to the other, provided, however, that termination shall not apply to any case pending on the effective date of termination.

5. 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.

6. FUNDING

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 Everman; however, the Parties agree that the Party paying for the performance of governmental functions or services under this Agreement has been fairly compensated.

7. RIGHT TO AUDIT

Each Party agrees that the other Party shall, until the expiration of three years after final payment under or the expiration of this Agreement (whichever is later), 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 other Party involving transactions relating to this Agreement at no additional cost to the inspecting Party. The Parties further agree that each Party shall have reasonable access during normal working hours to all necessary facilities of the other Party and that each Party shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The Party desiring to conduct an audit shall give the other Party reasonable advance notice of intended audits. Forest Hill and Everman acknowledge and agree that such access under this section is subject to the limitations and requirements of the Texas Public Information Act.

8. 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 Forest Hill
ATTN: City Manager
3219 E. California Pkwy
Forest Hill, Texas 761119

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

9. LIABILITY

Each Party shall be liable for any and all costs, claims, liens, damages, causes of action, liability, and suits of any kind and nature arising out of, resulting from, or related to the acts or omissions of such Party's agents, officers, directors, representatives, employees, consultants, or subcontractors. In the event the Parties are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of the State of Texas, subject to section 10 of this Agreement.

10. GOVERNMENTAL POWERS/IMMUNITIES

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

11. NOTICE OF CLAIM

Each Party shall promptly advise the other Party in writing of any claim or demand against either Party known to the advising Party and related to or arising out of action or omissions under this Agreement.

12. NO WAIVER

The failure of Forest Hill 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 Forest Hill's or Everman's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

13. 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 district courts located in Tarrant County, Texas .

14. 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.

15. FORCE MAJEURE

Forest Hill 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.

16. ASSIGNMENT

This Agreement is not assignable by either Party.

17. 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.

18. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable under federal, state, or local law, it is the intention of the Parties that any unenforceability shall not affect any other provision of this Agreement and that the remainder of this Agreement shall be construed as if such invalid or unenforceable provision was never included.

19. APPROVAL OF AGREEMENT

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

20. 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.

21. ENTIRETY OF AGREEMENT

This Agreement, including Exhibit A, contains the entire understanding and agreement between Forest Hill 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.

22. 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.

(Signature Pages to Follow)

City of Everman Signature Page

SIGNED AND AGREED this ____ day of _____, 2023.

CITY OF EVERMAN

By: _____
Craig Spencer, City Manager

ATTEST

Mindi Parks, City Secretary

APPROVED AS TO FORM

Kyle Barry, Asst. City Attorney

City of Forest Hill Signature Page

SIGNED AND AGREED this ____ day of _____, 2023.

CITY OF FOREST HILL

By: _____
Venus Wehle, City Manager

ATTEST

Amy Anderson, City Secretary

APPROVED AS TO FORM

Courtney Goodman-Morris, Asst. City Attorney
4887-5928-9459, v. 1

EXHIBIT A

(Territory A – Boundaries of Everman’s Concurrent Jurisdiction within Forest Hill)

EXHIBIT B

(Territory B – Boundaries of Forest Hill’s Concurrent Jurisdiction within Everman)

4887-5928-9459, v. 1