



## **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 M. Wehle, City Manager

**ATTEST:**

\_\_\_\_\_  
Amy L. Anderson, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Courtney Goodman-Morris, Asst. City Attorney

**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)**