



EVERMAN CITY COUNCIL REGULAR MEETING

Tuesday, September 05, 2023 at 6:30 PM

213 North Race Street Everman, TX 76140

AGENDA

1. MEETING CALLED TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. CONSENT AGENDA

5. PRESENTATIONS

A. Proclamation - Declaring September 2023 as Hunger Action Month in the City of Everman

B. FY 2024 Employee Benefits Review - Rodney Dryden; Senior Vice President - HUB International

6. CITIZEN'S COMMENTS

7. DISCUSSION ITEMS

A. Staff Update - Fall Events 2023

B. Interlocal Cooperation Agreement Establishing Concurrent Law Enforcement Jurisdiction Between the Cities of Everman and Forest Hill

8. CONSIDERATION AND POSSIBLE ACTION

A. RESOLUTION # 2023-08-04 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, APPROVING AN INTERLOCAL COOPERATION AGREEMENT FOR COMMUNICATIONS CENTER AND EMERGENCY DISPATCH SERVICES WITH THE CITY OF WHITE SETTLEMENT, TEXAS; AND PROVIDING AN EFFECTIVE DATE.

B. RESOLUTION #2023-08-05 - A RESOLUTION OF THE CITY OF EVERMAN, TEXAS, APPROVING AN EQUIPMENT LEASE-PURCHASE AGREEMENT BETWEEN THE CITY OF EVERMAN AND MOTOROLA SOLUTIONS, INC., FOR RADIO EQUIPMENT FOR TOTAL COMPENSATION NOT TO EXCEED \$206,041.60 ; AUTHORIZING THE CITY MANAGER TO EXECUTE THE LEASE-PURCHASE AGREEMENT ON BEHALF OF THE CITY; PROVIDING A SAVINGS CLAUSE AND PROVIDING AN EFFECTIVE DATE.

C. RESOLUTION # 2023-08-06 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, AUTHORIZING EXECUTION OF INTERLOCAL COOPERATION AGREEMENTS FOR POLICE / LAW ENFORCEMENT MUTUAL AID WITH THE CITIES OF KENNEDALE, DALWORTHINGTON GARDENS, AND FORT WORTH AND WITH TARRANT COUNTY; AND PROVIDING AN EFFECTIVE

9. EXECUTIVE SESSION

- A. The City Council will convene into closed, executive session pursuant to Texas Government Code section 551.074 – Personnel Matters – to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: City Manager.

10. RECONVENE FROM EXECUTIVE SESSION

- A. City Council will reconvene into open session and take any action as a result of Executive Session

11. CITY MANAGERS REPORT

12. MAYOR’S REPORT

13. ADJOURN

I hereby certify that this agenda was posted on the City of Everman bulletin board at or before 5:00 p.m. on Friday September 1, 2023.

/s/ Mindi Parks
City Secretary

Citizens may watch city council meetings live on YouTube. A link to the City of Everman YouTube channel is provided on the city website at: www.evermantx.us/government/citycouncil/

Pursuant to Texas Government Code Sec. 551.127, on a regular, non-emergency basis, members may attend and participate in the meeting remotely by video conference. Should that occur, a quorum of the members, including the presiding officer, will be physically present at the location noted above on this Agenda.

Pursuant to Section 551.071, Chapter 551 of the Texas Government Code, Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting, to receive advice from its attorney on any posted agenda item, as permitted by Law. Additionally, Council may convene into Executive Session to discuss the following:

- A. Section 551.071 - Pending or Contemplated Litigation or to Seek Advice of the City Attorney.
- B. Section 551.072 - Purchase, Sale, Exchange, Lease, or Value of Real Property.
- C. Section 551.073 - Deliberation Regarding Prospective Gift.
- D. Section 551.074 - Personnel Matters.
- E. Section 551.087- Deliberation Regarding Economic Development Negotiations.
- F. Section 551.089 - Deliberations Regarding Security Devices or Security Audits.

Citizens wishing to submit written comments should e-mail the City Secretary at mparks@evermantx.net. Comments that are received at least one-hour prior to the start of the meeting will be provided to all council members.

According to the City of Everman Policy on Governance Process, individual citizen comments will be restricted to three (3) minutes unless otherwise determined by a majority vote of the Council. The mayor is responsible to enforce the time limit. Citizens may address City Council either during the Citizen Comments portion of the meeting or during deliberation of a listed agenda item. City Council is only

permitted by Law to discuss items that are listed on the agenda. Citizens wishing to make comments should notify the City Secretary as soon as possible.

City Hall is wheelchair accessible. Parking spaces for disabled citizens are available. Requests for sign interpretative services must be made 48 hours prior to the meeting. To make arrangements, call 817.293.0525 or TDD 1.800.RELAY TX, 1.800.735.2989.



Proclamation

DECLARING SEPTEMBER 2023 AS HUNGER ACTION MONTH

WHEREAS, hunger and poverty are issues of vital concern in North Texas where one in six people face hunger and one in every four children do not know where their next meal will come from; and

WHEREAS, the City of Everman, Texas is committed to taking steps to combat hunger in every part of our community and to provide additional resources that those in Everman need; and

WHEREAS, approximately half a million individuals living across the Tarrant Area face food insecurity and rely on food resources and services provided by the Tarrant Area Food Bank annually, including more than 270,000 residents living in cities across Tarrant County like the City of Everman; and

WHEREAS, the month of September has been designated “Hunger Action Month” to bring attention to food insecurity in our communities and to enlist the public in the work of ending hunger by taking simple actions – including donating, volunteering, and advocating on hunger-issues – to ensure nobody has to make an impossible choice between food and other necessities like housing, medicine, utilities, or childcare; and

WHEREAS, food banks across the country, including the Tarrant Area Food Bank – will host numerous events throughout the month of September to bring awareness to hunger-issues and increase public action to end hunger in our local community;

BE IT PROCLAIMED, BY THE CITY COUNCIL, OF THE CITY OF EVERMAN, that we proclaim September 2023 as **HUNGER ACTION MONTH** in the City of Everman. We urge all citizens to work together to recognize and support this tremendous community need.

Ray Richardson, Mayor

Date of Enactment

CITY OF EVERMAN 2023-2024 PLAN YEAR



Medical Plan Analysis - United Healthcare

Section 5, ItemB.

Current / Renewal Plan

Benefits	UHC NAVIGATE BCXO	UHC DDYJ HSA	UHC BCZS	UHC BCYB
Annual Deductible (single/family)	\$1,000 / \$2,000	\$3,000 / \$6,000	\$3,000 / \$6,000	\$250 / \$500
Out-of-pocket Maximum	\$6,600 / \$13,200	\$4,000 / \$8,000	\$4,500 / \$9,000	\$3,000 / \$6,000
Coinsurance In-Network / Out of Network	80% / 0%	100% / 70%	100% / 0%	80% / 50%
Copay	\$25	100% After Deductible	\$30	\$20
Specialist Copay	\$75	100% After Deductible	\$60	\$40
Preventive Care	No Charge In-Network: Deductible does NOT apply	No Charge In-Network: Deductible does NOT apply	No Charge In-Network: Deductible does NOT apply	No Charge In-Network: Deductible does NOT apply
In-Patient Hospital	80% After Deductible	100% After Deductible	100% After Deductible	80% After Deductible
Out-Patient Hospital	80% After Deductible	100% After Deductible	100% After Deductible	80% After Deductible
Emergency Room Copay	\$500	100% After Deductible	\$300	\$250 Copay +80% After Deductible
Urgent Care Copay	\$100	100% After Deductible	\$75	\$75
Labs / X Rays	80% After Deductible	100% After Deductible	100% After Deductible	80% After Deductible
High-Tech Imaging	80% After Deductible	100% After Deductible	100% After Deductible	80% After Deductible
Pharmacy Services				
Preferred Generic	\$10 Copay	100% After Deductible	\$10 Copay	\$10 Copay
Non-Preferred Generic	\$35 Copay	100% After Deductible	\$35 Copay	\$35 Copay
Preferred / Non-Preferred Brand	\$85 Copay	100% After Deductible	\$85 Copay	\$85 Copay
Preferred / Non-Preferred Specialty	\$150 Copay	100% After Deductible	\$150 Copay	\$150 Copay
EMPLOYEE COUNTS:				
Employee Only	0	12	0	27
Employee & Spouse	4	0	0	0
Employee & Child(ren)	8	0	1	0
Employee & Family	4	0	0	0
BILLED PREMIUM:				
Employee Only	\$553.78	\$662.27	\$697.02	\$798.62
Employee & Spouse	\$1,107.56	\$1,324.54	\$1,394.04	\$1,597.24
Employee & Child(ren)	\$1,107.56	\$1,324.54	\$1,394.04	\$1,597.24
Employee & Family	\$1,661.35	\$1,986.82	\$2,091.07	\$2,395.87
Total Monthly Premium	\$19,936.12	\$7,947.24	\$1,394.04	\$21,562.74
Total Annual Premium	\$239,233.44	\$95,366.88	\$16,728.48	\$258,752.88
TOTAL \$ Change in Premium	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL % Change in Premium	0.0%	0.0%	0.0%	0.0%



CITY OF EVERMAN 2023-2024 PLAN YEAR

Medical Plan Analysis - United Healthcare

Section 5, ItemB.

Current / Renewal Plan				
Benefits	UHC NAVIGATE BCXO	UHC DDYJ HSA	UHC BCZS	UHC BCYB
Annual Deductible (single/family)	\$1,000 / \$2,000	\$3,000 / \$6,000	\$3,000 / \$6,000	\$250 / \$500
Out-of-pocket Maximum	\$6,600 / \$13,200	\$4,000 / \$8,000	\$4,500 / \$9,000	\$3,000 / \$6,000
Coinsurance In-Network / Out of Network	80% / 0%	100% / 70%	100% / 0%	80% / 50%
Copay	\$25	100% After Deductible	\$30	\$20
Specialist Copay	\$75	100% After Deductible	\$60	\$40
Preventive Care	No Charge In-Network: Deductible does NOT apply	No Charge In-Network: Deductible does NOT apply	No Charge In-Network: Deductible does NOT apply	No Charge In-Network: Deductible does NOT apply
In-Patient Hospital	80% After Deductible	100% After Deductible	100% After Deductible	80% After Deductible
Out-Patient Hospital	80% After Deductible	100% After Deductible	100% After Deductible	80% After Deductible
Emergency Room Copay	\$500	100% After Deductible	\$300	\$250 Copay +80% After Deductible
Urgent Care Copay	\$100	100% After Deductible	\$75	\$75
Labs / X Rays	80% After Deductible	100% After Deductible	100% After Deductible	80% After Deductible
High-Tech Imaging	80% After Deductible	100% After Deductible	100% After Deductible	80% After Deductible
Pharmacy Services				
Preferred Generic	\$10 Copay	100% After Deductible	\$10 Copay	\$10 Copay
Non-Preferred Generic	\$35 Copay	100% After Deductible	\$35 Copay	\$35 Copay
Preferred / Non-Preferred Brand	\$85 Copay	100% After Deductible	\$85 Copay	\$85 Copay
Preferred / Non-Preferred Specialty	\$150 Copay	100% After Deductible	\$150 Copay	\$150 Copay
EMPLOYEE COUNTS:				
Employee Only	0	12	0	27
Employee & Spouse	4	0	0	0
Employee & Child(ren)	8	0	1	0
Employee & Family	4	0	0	0
BILLED PREMIUM:	16	12	1	27
Employee Only	\$553.78	\$662.27	\$697.02	\$798.62
Employee & Spouse	\$1,107.56	\$1,324.54	\$1,394.04	\$1,597.24
Employee & Child(ren)	\$1,107.56	\$1,324.54	\$1,394.04	\$1,597.24
Employee & Family	\$1,661.35	\$1,986.82	\$2,091.07	\$2,395.87
Total Monthly Premium	\$19,936.12	\$7,947.24	\$1,394.04	\$21,562.74
Total Annual Premium	\$239,233.44	\$95,366.88	\$16,728.48	\$258,752.88
TOTAL \$ Change in Premium	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL % Change in Premium	0.0%	0.0%	0.0%	0.0%



CITY OF EVERMAN 2023-2024 PLAN YEAR

Medical Plan Analysis - United Healthcare

Section 5, ItemB.

FINAL RENEWAL ALL DISCOUNTS

Benefits	UHC NAVIGATE BCXO	UHC DDYJ HSA	UHC BCZS	UHC BCYB
Annual Deductible (single/family)	\$1,000 / \$2,000	\$3,000 / \$6,000	\$3,000 / \$6,000	\$250 / \$500
Out-of-pocket Maximum	\$6,600 / \$13,200	\$4,000 / \$8,000	\$4,500 / \$9,000	\$3,000 / \$6,000
Coinsurance In-Network / Out of Network	80% / 0%	100% / 70%	100% / 0%	80% / 50%
Copay	\$25	100% After Deductible	\$30	\$20
Specialist Copay	\$75	100% After Deductible	\$60	\$40
Preventive Care	No Charge In-Network: Deductible does NOT apply	No Charge In-Network: Deductible does NOT apply	No Charge In-Network: Deductible does NOT apply	No Charge In-Network: Deductible does NOT apply
In-Patient Hospital	80% After Deductible	100% After Deductible	100% After Deductible	80% After Deductible
Out-Patient Hospital	80% After Deductible	100% After Deductible	100% After Deductible	80% After Deductible
Emergency Room Copay	\$500	100% After Deductible	\$300	\$250 Copay +80% After Deductible
Urgent Care Copay	\$100	100% After Deductible	\$75	\$75
Labs / X Rays	80% After Deductible	100% After Deductible	100% After Deductible	80% After Deductible
High-Tech Imaging	80% After Deductible	100% After Deductible	100% After Deductible	80% After Deductible
Pharmacy Services				
Preferred Generic	\$10 Copay	100% After Deductible	\$10 Copay	\$10 Copay
Non-Preferred Generic	\$35 Copay	100% After Deductible	\$35 Copay	\$35 Copay
Preferred / Non-Preferred Brand	\$85 Copay	100% After Deductible	\$85 Copay	\$85 Copay
Preferred / Non-Preferred Specialty	\$150 Copay	100% After Deductible	\$150 Copay	\$150 Copay
EMPLOYEE COUNTS:				
Employee Only	0	12	0	27
Employee & Spouse	4	0	0	0
Employee & Child(ren)	8	0	1	0
Employee & Family	4	0	0	0
BILLED PREMIUM:				
Employee Only	16	12	1	27
Employee Only	\$539.94	\$645.71	\$679.59	\$778.65
Employee & Spouse	\$1,079.88	\$1,291.42	\$1,359.18	\$1,557.30
Employee & Child(ren)	\$1,079.88	\$1,291.42	\$1,359.18	\$1,557.30
Employee & Family	\$1,619.83	\$1,937.14	\$2,038.78	\$2,335.96
Total Monthly Premium	\$19,437.88	\$7,748.52	\$1,359.18	\$21,023.55
Total Annual Premium	\$233,254.56	\$92,982.24	\$16,310.16	\$252,282.60
TOTAL \$ Change in Premium	\$5,978.88	\$2,384.64	\$418.32	\$6,470.28
TOTAL % Change in Premium	-2.5%	-2.5%	-2.5%	-2.5%

CITY OF EVERMAN 2023-2024 PLAN YEAR



Dental Plan Analysis

Section 5, Item B.

	Current Plan	Renewal Plan	Plan Option 9
Benefits	Mutual of Omaha	Mutual of Omaha	UHC 2.0% Med Discount
Annual Deductible (single/family)	\$50 / \$150	\$50 / \$150	\$50 / \$150
Preventive Care	100%	100%	100%
Basic Services	80%	80%	80%
Major Services	50%	50%	50%
Endodontics / Periodontics	80%	80%	80%
Orthodontics	50%	50%	50%
Annual Max Per Member	\$2,000	\$2,000	\$2,000
Adult / Child Orthodontics	Child Only to age 19	Child Only to age 19	Child Only to age 19
Orthodontics Lifetime Max	\$1,500	\$1,500	\$1,500
Out of Network Benefits	90th %	90th %	90th %
Waiting Period	None	None	None
EMPLOYEE COUNTS:			
Employee Only	36	36	36
Employee & 1 Dependent	7	7	7
Employee & 2 or more Dependents	12	12	12
BILLED PREMIUM:			
Employee Only	\$29.68	\$30.57	\$32.71
Employee & 1 Dependent	\$66.68	\$68.68	\$65.41
Employee & 2 or more Dependents	\$102.72	\$105.80	\$89.36
			\$129.62
Total Monthly Premium	\$2,767.88	\$2,850.88	\$2,707.75
Total Annual Premium	\$33,214.56	\$34,210.56	\$32,493.00
TOTAL \$ Change in Premium	\$33,214.56	\$996.00	-\$721.56
TOTAL % Change in Premium		3.0%	#REF!
Employee Cost Semi-Montly			
Employee Only	\$0.00	\$0.00	\$0.00
Employee Spouse	\$18.50	\$19.06	\$17.42
Employee Child(ren)	\$36.52	\$37.62	\$29.40

CITY OF EVERMAN 2023-2024 PLAN YEAR

Section 5, ItemB.



Vision Plan Analysis

	Current Plan / Renewal	Plan Option 6
Benefits	Superior	UHC .05% Med Discount
Network	Superior	Spectra
Benefit Frequency	12 / 12 / 24	12 / 12 / 24
Exam Copay	\$10	\$10
Materials Copay	\$25	\$25
Frame Allowance	\$100	100%
Contacts Allowance	\$125	\$125
Contact Fitting Fee Allowance	Up to \$65	Up to \$60
Progressive Lenses - Standard		See Lens Options
Progressive Lenses - Tier 1		
Progressive Lenses - Tier 2		
Progressive Lenses- Tier 3		
Progressive Lenses - Tier 4		
Rate Guarantee	Thru 10/1/2024	12 months
EMPLOYEE COUNTS:		
Employee Only	38	38
Employee & Spouse	12	12
Employee & Child(ren)	6	6
Employee & Family	8	8
BILLED PREMIUM:		
Employee Only	\$5.41	\$6.10
Employee & Spouse	\$9.73	\$11.58
Employee & Child(ren)	\$10.33	\$13.58
Employee & Family	\$15.46	\$19.12
Total Monthly Premium	\$508.00	\$605.20
Total Annual Premium	\$6,096.00	\$7,262.40
TOTAL \$ Change in Premium		\$1,166.40
TOTAL % Change in Premium		19.1%
Employee Cost Semi-Monthly		
Employee Only	\$0.00	\$0.00
Employee Spouse	\$2.16	#REF!
Employee Child(ren)	\$2.46	#REF!
Employee Family	\$5.03	#REF!

CITY OF EVERMAN 2023-2024 PLAN YEAR



Life / AD&D Plan Analysis

Section 5, ItemB.

Current / Renewal Plan	
Rates	Mutual of Omaha
Life Rate per \$1,000	\$0.160
AD&D Rate per \$1,000	\$0.020
Combined Life/AD&D Rate per \$1,000	\$0.180
Total Monthly Volume	\$4,661,900
Total Monthly Premium	\$839.14
Total Annual Premium	\$10,069.70
Benefits	
Class 1 Description:	
Life Amount	2x Salary
AD&D Amount	2x Salary
Age Reduction Schedule	
First Reduction	65% at age 65
Second Reduction	50% at age 70
Conversion	Included
Waiver of Premium	Included
Elimination Period	9 months
Maximum Age Duration	To Age 65
Accelerated Benefit	80% of Benefit
Maximum Benefit	\$240,000
Enhanced Product Services	
Travel Assistance Services	
Employee Assistance Program	
Beneficiary Resources Services	
Temporary Layoff / Leave	

Declined to Quote: Boston Mutual, Guardian, Hartford, Sun Life (uncompetitive)

CITY OF EVERMAN 2023-2024 PLAN YEAR



Voluntary Life / AD&D Plan Analysis

Section 5, Item B.

Current Plan	
Rates	Mutual of Omaha
Employee:	\$10,000 Increments
Maximum Amount	\$300,000
Guaranteed Issue (GI)	\$100,000
Portability	With EOI
Conversion	Included
Waiver of Premium	To age 65 if disabled prior to 60
Accelerated Life Benefit	80% of benefit to \$240,000 maximum
Spouse:	\$5,000 Increments
Maximum	\$150,000
Not to Exceed	100% of Employee Benefit
Guaranteed Issue (GI)	\$25,000
Dependen Children:	\$10,000 Flat Amount
Maximum	\$10,000
Guaranteed Issue (GI)	\$10,000
	One Family Rate
Age Brackets	Rate per \$1,000 *
< 25	\$0.088
25 - 29	\$0.088
30 - 34	\$0.088
35 - 39	\$0.124
40 - 44	\$0.185
45 - 49	\$0.309
50 - 54	\$0.512
55 - 59	\$0.865
60 - 64	\$1.280
65 - 69	\$2.136
70-74	\$3.751
75-79	\$6.284
80-84	\$9.964
85-89	\$15.030
90-100	\$21.712
AD&D Benefit Amount	Same as Life Amount
Spouse Rate	Based on Employees Age
Dependent Life/AD&D Rate	\$3.00 for \$10,000

Rate Guarantee thru 10/2025

Declined to Quote: Boston Mutual, Guardian, Hartford, Sun Life (uncompetitive)

Section 5, Item B.

CITY OF EVERMAN - 2023-2024 PLAN YEAR



LONG-TERM DISABILITY PLAN ANALYSIS

Section 5, ItemB.

	Plan Option 1
Rates	Mutual of Omaha
Rate per \$100	\$0.250
Volume of Covered Payroll	\$197,916
Total Monthly Premium	\$494.79
Total Annual Premium	\$5,937.48
Benefits	
Class 1 Description:	All Eligible Employees
Benefit Percentage	60% of monthly earnings
Maximum Monthly Amount	\$5,000
Elimination Period	90 Days
Maximum Benefit Duration	RBD to SSNRA
Own Occupation	24 Months
Partial Disability Earnings Test:	Included
During Own Occ. Period	99%
During Any Occ. Period	60%
Limitations:	
Mental/Nervous (M/N)	24 Months
Substance Abuse (SA)	24 Months
Are limitations per occurrence or lifetime?	Lifetime
Pre-existing condition exclusion	3 / 12
Rates Guarantee	2 Years



SHORT-TERM DISABILITY PLAN ANALYSIS

	Plan Option 1
Rates	Mutual of Omaha
Rate per \$10	\$0.180
Volume of Weekly Benefit	\$27,404
Total Monthly Premium	\$493.27
Total Annual Premium	\$5,919.26
Benefits	
Class 1 Description:	All Eligible Employees
Benefit Percentage	60%
Maximum Weekly Amount	\$1,500
Elimination Period - Accident	14 Days
Elimination Period - Sickness	14 Days
Maximum Benefit Duration	11 Weeks
Rates Guaranteed Through	2 Years

Declined to Quote: Boston Mutual, Guardian, Hartford, Sun Life (uncompetitive)

CITY OF EVERMAN HEALTHCARE COST HISTORY 2019-2023

	CITY IS SMALL GROUP 2-50 EES		CITY GROWS TO MIDDLE MARKET 51-99 EES			
	JANUARY 2019	2020	Oct-21	Oct-22	Oct-23	5 Year Average
Enrolled Employees	46	47	47	47	56	
Loss Ratio Time of Renewal				52%	65%	
Current Annual Cost	\$563,493	\$470,496	\$538,599	\$531,523	\$610,081	
Initial Renewal Increase	13.0%	11.7%	12.8%	6.7%	8.0%	10%
Initial Renewal Premium	\$636,747	\$525,684	\$608,617	\$567,058	\$658,887	
Total Percentage Premium Change current Plans after Bidding	13.0%	11.7%	0.0%	0.0%	-2.5%	4%
Negotiated Renewal	\$636,747	\$525,684	\$608,617	\$531,523	\$594,829	
Value of Negotiation if current plan was renewed	\$0	\$0	\$0	\$35,535	\$64,058	\$19,919
Cost Selected Provider	\$466,395	\$525,684	\$468,611	\$531,523	\$594,829	
Admin Credit	\$0		\$0	\$0	\$0	
Premium/Cost Change	-\$97,098	\$55,188	-\$69,988	\$0	-\$15,252	\$ (25,430)
Premium Change Recommended Provider	-17.23%	11.73%	-12.99%	0.00%	-2.50%	-2.6%
Selected Provider	BCBS PPO	BCBS PPO	UHC PPO	UHC PPO	UHC PPO	
City Base Plan	80/60 \$250 Ded	80/60 \$250 Ded	80/60 \$250 Ded	80/60 \$250 Ded	80/60 \$250 Ded	
Employee	\$844	\$969	\$799	\$799	\$778	
Employee Spouse	\$1,689	\$1,938	\$1,597	\$1,597	\$1,537	
Employee Child(ren)	\$1,689	\$1,938	\$1,597	\$1,597	\$1,537	
Employee Family	\$2,534	\$2,907	\$2,396	\$2,396	\$2,335	

** Beginning in 2011 3.45% of total premium cost are directly related to Health Insurer Fee & Reinsurance as mandated by Healthcare Reform (ACA)

**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

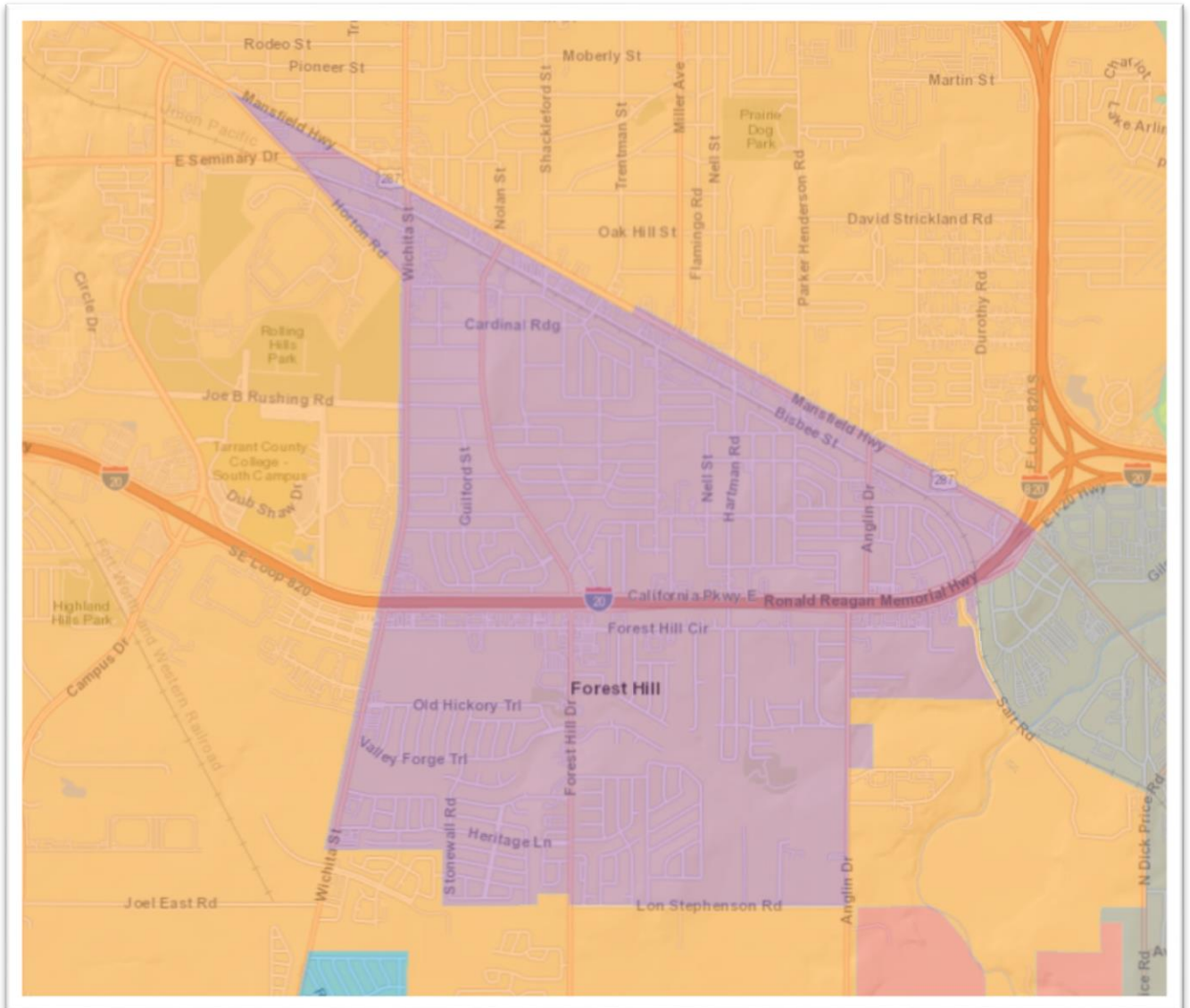
(Territory A – Boundaries of Everman’s Concurrent Jurisdiction within Forest Hill)

EXHIBIT B

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

4887-5928-9459, v. 1

“Exhibit A”



“Exhibit B”



STATE OF TEXAS §
 § **INTERLOCAL COOPERATION AGREEMENT**
COUNTY OF TARRANT §

This Interlocal Agreement for Emergency 9-1-1 Communications Center and Dispatch Services (“Agreement”) is entered into by and between the City of Everman, Texas, a home-rule municipal corporation (“Everman”) and the City of White Settlement, Texas, a home-rule municipal corporation (“White Settlement”) by and through their authorized representatives. Everman and White Settlement are at times each referred to herein as a “Party” or collectively as the “Parties.”

RECITALS:

WHEREAS, Everman has established a comprehensive regional public safety and public service communications and dispatch center (“Communications Center”); and

WHEREAS, Everman’s Communications Center is equipped with radio, telephone and data equipment and is designated as an emergency 9-1-1 communications Public Safety Answering Point (“PSAP”); and

WHEREAS, Everman currently has equipment and operator capacity above and beyond the immediate needs of Everman and has offered to make such equipment and operators available to address the regional communications/dispatch needs for the purpose of local government/agency communications; and

WHEREAS, Everman has determined that it is in the best interests of the public to share its communication facility, equipment and personnel capabilities with cities, towns, fire departments, emergency medical care providers and other governmental entities in order to facilitate more effective and efficient use of the Communications Center; and

WHEREAS, White Settlement has requested that Everman provide emergency 9-1-1 communications and dispatch services to White Settlement, and Everman has agreed to provide such services under the terms and conditions of this Agreement and pursuant to the provisions of Chapter 791 of the Texas Government Code (otherwise known as the Interlocal Cooperation Act) and specifically Section 791.006 of the Texas Government Code, as amended; and

WHEREAS, the provision of emergency 9-1-1 communications and dispatch services is a governmental function that serves the public health and welfare and is of mutual concern to the Parties; and

WHEREAS, Everman and White Settlement deem it to be in the best interest of both Parties to enter into this Agreement; and

WHEREAS, each Party paying for the performance of governmental functions or services will make payments from current revenues available to the paying Party and all payments are in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Everman and White Settlement hereby agree as follows:

Article I
Performance of Services

1.1 Everman shall provide to White Settlement, on a non-exclusive basis, emergency 9-1-1 communication and dispatch services through its Communications Center for the following emergencies: fire, medical, weather, hazardous materials, and general civil emergencies (collectively, "Services"). In order to facilitate the Services, White Settlement shall provide to Everman's communications personnel, on a continuing basis, all necessary street, apparatus, and response information, as well as all necessary dispatching information unique to White Settlement's operations.

1.2 White Settlement shall further be responsible for contacting and coordinating with Tarrant 9-1-1 and any other applicable agencies or authorities and take all actions necessary for establishment, configuration, and operation required to facilitate Everman's provision of the Services and for payment of all associated costs.

1.3 Without waiving any governmental immunity to which it is entitled, Everman agrees to and accepts full responsibility for the acts, negligence and/or omissions of all Everman employees and agents in connection with the performance of the Services. Without waiving any governmental immunity to which it is entitled, White Settlement agrees to and accepts full responsibility for the acts, negligence and/or omissions of all White Settlement employees and agents. It is also the responsibility of White Settlement to ensure that its use of the Communications Center conforms to all Federal Communications Commission rules and regulations. The Parties understand and agree that this assignment of liability is intended to be different than liability that would otherwise be assigned pursuant to Government Code Section 791.006(a).

1.4 On an ongoing basis, Everman and White Settlement agree to provide complete and adequate training to personnel selected by White Settlement and/or Everman in the use of the Communications Center.

1.5 It is specifically agreed and understood by the Parties hereto that no property rights are granted under this Agreement.

1.6 In the event White Settlement or Everman should fail to fulfill any of its obligations hereunder or shall violate any municipal, county, state or federal law, the other Party shall have the option of terminating this Agreement by giving written notice of such violation and intent to terminate one hundred and eighty (180) days in advance of the effective date of the termination.

1.7 Correspondence, comments, requests, and complaints regarding Services rendered under this Agreement shall be in writing and forwarded to the persons designated below for receipt of notices. Failure to properly forward comments, requests, demands, and complaints may be considered as sufficient cause to terminate this Agreement under Section 1.6 above.

1.8 The Services shall not arbitrarily be withheld, but it is understood by the Parties

that unforeseen circumstances may arise which prevent Everman from providing Services at a particular time. It is recognized that Everman has the duty and responsibility of rendering Services to citizens of both Everman and White Settlement.

1.9 There is hereby created a Chiefs Advisory Board. During the term of this Agreement, the Chiefs Advisory Board shall be composed of the Police and Fire Chiefs from Everman, the Police and Fire Chiefs from White Settlement, the police chief(s) from any other cities or entities that enter into a similar Interlocal Agreement for police dispatch services with Everman, and the fire chief(s) from any other cities or entities that enter into a similar Interlocal Agreement for fire dispatch services with Everman. The Everman Chief of Police shall be the Chairman of the Chiefs Advisory Board and shall have the authority to call meetings of the Chiefs Advisory Board. A majority of the members of the Chiefs Advisory Board constitutes a quorum to conduct business. The Chiefs Advisory Board will, by majority vote of the full membership, set policies and procedures for personnel and equipment required for the provision of Services under this Agreement, including but not limited to criteria for determination of priorities in the dispatching and use of equipment and personnel.

Article II Term

The term of this Agreement shall commence on Effective Date and shall terminate five (5) years after the Effective Date ("Primary Term"), unless terminated earlier in accordance with this Agreement. Upon the completion of the Primary Term, this Agreement shall automatically renew for two (2) successive five (5) year periods ("Renewal Terms"), unless terminated earlier by either Party in accordance with this Agreement.

Article III Termination

3.1 This Agreement may be terminated on the occurrence of either of the following:

- (a) Either Party may terminate the Agreement by providing the other Party written notice of termination at least one hundred and eighty (180) days prior to the anticipated date of termination; or
- (b) Mutual agreement of termination of the Agreement, executed in writing by both Parties, without the requisite one hundred and eighty (180) days prior written notice.

3.2 In the event of a termination, Everman shall be compensated on a pro-rata basis for all Services performed to the termination date. In the event of termination, should Everman be over-compensated on a pro-rata basis for all Services performed to the termination date, White Settlement shall be reimbursed on a pro-rata basis for all such over-compensation. Receipt of payment and/or reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement. At the sole discretion of Everman, this Agreement may be terminated or renegotiated in the event White Settlement annexes additional territory into its corporate limits

and/or increases the area the White Settlement services. Immediately upon the completion of any annexation proceedings, White Settlement shall notify Everman of the annexation, in writing, and provide Everman with a legal description of the annexed area.

Article IV Fee for Services

4.1 White Settlement, out of current available revenue, shall annually pay to Everman the amounts set forth below as compensation for Everman's provision of the Services during the Primary Term and each Renewal Term of this Agreement, except as otherwise provided in this Section (the "Annual Compensation Amount"). Such amount is based upon the annual costs incurred by Everman in order to fulfill Everman's obligations under this Agreement. White Settlement shall pay the Annual Compensation Amount to Everman annually on or before the Effective Date of this Agreement and each annual anniversary of the Effective Date thereafter during the Primary Term and each Renewal Term of this Agreement. The Annual Compensation Amount for the first year of the Primary Term under this Agreement shall be \$35,000.00, subject to sections 4.2 and 4.3 of this Agreement. For each year of the Primary Term thereafter and for any year of a Renewal Term, the Annual Compensation Amount shall be set in accordance with the provisions of sections 4.2 and 4.3 of this Agreement.

4.2 For the second through fifth years of the Primary Term and for any year of a Renewal Term, the Parties may, by mutual agreement, leave unchanged or decrease the Annual Compensation Amount. Any increases anticipated for costs for providing the Services shall be communicated by Everman to White Settlement in writing on or before March 1 of each year during the Primary Term and any Renewal Term. To the extent that the total amount of any such increases communicated by Everman would be in excess of fifteen percent (15%) of the full amount of White Settlement's payment due for the then-current term, White Settlement may, at its discretion, elect to terminate this Agreement by providing Everman written notice of termination at least one hundred and eighty (180) days before the start of the successive Renewal Term (i.e. on or before July 5 of the then-current year). In such an event, this Agreement shall be deemed to terminate immediately before said Renewal Term would have commenced and the Parties shall have no further obligations under this Agreement.

4.3 The Annual Compensation Amount due for any term of this Agreement shall be prorated in the event a Party elects to terminate this Agreement in accordance with the terms of this Agreement prior to the expiration of the then-current term.

Article V Indemnification

5.1 **TO THE EXTENT ALLOWED BY LAW, EACH PARTY HERETO SHALL INDEMNIFY AND SAVE HARMLESS THE OTHER PARTY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH**

TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE ACTS OF THE PARTY, ITS OFFICERS, AGENTS, OR EMPLOYEES IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT.

5.2 IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT, IN THE EXECUTION OF THIS AGREEMENT, NO PARTY WAIVES, NOR SHALL BE DEEMED HEREBY TO WAIVE, ANY IMMUNITY OR DEFENSE THAT WOULD OTHERWISE BE AVAILABLE TO OR AGAINST CLAIMS ARISING IN THE EXERCISE OF GOVERNMENTAL FUNCTIONS RELATING HERETO OR OTHERWISE. BY ENTERING INTO THIS AGREEMENT, THE PARTIES DO NOT CREATE ANY OBLIGATIONS EXPRESSED OR IMPLIED, OTHER THAN THOSE SET FORTH HEREIN, AND THIS AGREEMENT SHALL NOT CREATE ANY RIGHTS IN ANY PARTIES NOT SIGNATORY HERETO. THE REMEDIES OF A PARTY HERETO WITH RESPECT TO A CLAIM AGAINST ANOTHER PARTY HERETO SHALL BE IMPAIRED BY THIS AGREEMENT WHEN THE CLAIM DOES NOT ARISE FROM THE USE AND OPERATION OF THE COMMUNICATIONS CENTER AND/OR DISPATCH SERVICES.

5.3 EACH PARTY AGREES TO AND ACCEPTS FULL RESPONSIBILITY FOR THE ACTS, NEGLIGENCE AND/OR OMISSIONS OF SUCH PARTY'S OFFICERS, AGENTS AND EMPLOYEES IN THE EXECUTION AND PERFORMANCE OF THIS AGREEMENT.

Article VI

Miscellaneous Provisions

5.1 **Consideration.** This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

5.2 **Notice.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested, or be delivered the same in person to such Party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the Parties shall be as follows:

If to White Settlement, to: City of White Settlement
Attn: City Manager
301 S White Settlement Rd
White Settlement, Texas 76131

If to Everman, to: City of Everman

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

5.3 **Entire Agreement.** This Agreement represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both parties.

5.4 **Venue and Governing Law.** This Agreement is performable in Tarrant County, Texas and any of its terms or provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas, and both Parties agree that venue shall be in Tarrant County, Texas.

5.5 **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

5.6 **Authority to Execute.** The individuals executing this Agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

5.7 **Severability.** The provisions of this Agreement are severable. In the event that any paragraph, section, subdivision, sentence, clause or phrase of this Agreement shall be found to be contrary to the law, or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of this Agreement. However, upon the occurrence of such event, either Party may terminate this Agreement by giving the other Party fifteen (15) days written notice of its intent to terminate.

5.8 **Amendments.** Everman and White Settlement may amend this Agreement only by mutual agreement of the Parties in writing.

5.9 **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other Party.

5.10 **Assignment.** Except as may be permitted under this Agreement, the Agreement may not be assigned by any Party without the prior written consent of the other Party.

5.11 **Force Majure.** In the event that any performance by either Everman or White Settlement of any of its obligations under this Agreement shall be in any way prevented, interrupted, or delayed by an act of God, acts of war, riot or civil commotion, by an act of State, by strikes, fire or flood, pandemic, or by the occurrence of any other event or development beyond the control of either Everman or White Settlement; either Party, as applicable, shall be excused from such performance for such a period of time as is reasonably necessary after such occurrence abates for the effects thereof to have dissipated or for Everman or White Settlement to have effected a reasonable recovery therefrom, as the case may be.

5.11 **Representations.** Each signatory represents this Agreement has been read by the Party for which this Agreement is executed, that each Party has had an opportunity to confer with counsel, on the matters contained herein.

5.12 **Drafting Provisions.** This Agreement shall be deemed to have been drafted equally by all Parties hereto. The language of all parts of this Agreement shall be constructed as a whole according to its fair and common meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this Agreement.


5.13 **Independent Contractor.** Except as otherwise expressly provided herein, White Settlement and Everman agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence, and deeds, and for those of its agents or employees in conjunction with the performance of work covered under this Agreement.

5.14 **No Third-Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement.

IN WITNESS WHEREOF, the Agreement is effective on this the ____ of _____, 2023 (the “Effective Date”).

CITY OF WHITE SETTLEMENT, TEXAS

CITY OF EVERMAN, TEXAS



Jeffrey J. James
City Manager
Date: 8/23/23

Craig Spencer
City Manager
Date: _____

ATTEST:

ATTEST:



Amy Arnold, City Secretary

Mindi Parks, City Secretary

APPROVED AS TO FORM:

Kyle Barry, Asst. City Attorney
4866-3696-2424, v. 1

CITY OF EVERMAN, TEXAS
RESOLUTION NO. 2023-08-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, APPROVING AN INTERLOCAL COOPERATION AGREEMENT FOR COMMUNICATIONS CENTER AND EMERGENCY DISPATCH SERVICES WITH THE CITY OF WHITE SETTLEMENT, TEXAS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Everman has established a comprehensive regional public safety and public service communications and dispatch center with equipment and operator capacity beyond the immediate needs of Everman and has thus offered to make such services available to local governments and agencies to address regional communications/dispatch needs; and

WHEREAS, the City of White Settlement, Texas has requested that Everman provide emergency 9-1-1 communications and dispatch services to White Settlement; and

WHEREAS, the City Council finds it to be in the public interest of the City to approve the interlocal cooperation agreement with City of White Settlement for provision of such services;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, THAT:

SECTION 1. The City Council of the City of Everman hereby approves the Interlocal Cooperation Agreement for Communications Center and Emergency Dispatch Services with the City of White Settlement, Texas, attached hereto and incorporated herein by this reference as Exhibit “A.”

SECTION 2. The City Manager is authorized to execute the Interlocal Cooperation Agreement, in substantially the form of the attached Exhibit “A”, and all related documents necessary for carrying out the terms of that Interlocal Cooperation Agreement.

SECTION 3. This Resolution shall be effective immediately upon approval.

PASSED AND APPROVED this the ____ day of August, 2023.

APPROVED:

Ray Richardson, Mayor

ATTEST:

Mindi Parks, City Secretary

APPROVED AS TO FORM:

Kyle Barry, Asst. City Attorney
(051923vwtTM135152)

Exhibit A
[Interlocal Cooperation Agreement for Communications and
Emergency Dispatch Services with City of White Settlement]

RESOLUTION 2023-08-05

A RESOLUTION OF THE CITY OF EVERMAN, TEXAS, APPROVING AN EQUIPMENT LEASE-PURCHASE AGREEMENT BETWEEN THE CITY OF EVERMAN AND MOTOROLA SOLUTIONS, INC., FOR RADIO EQUIPMENT FOR TOTAL COMPENSATION NOT TO EXCEED \$206,041.60 ; AUTHORIZING THE CITY MANAGER TO EXECUTE THE LEASE-PURCHASE AGREEMENT ON BEHALF OF THE CITY; PROVIDING A SAVINGS CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Everman, Texas and Motorola Solutions, Inc., wish to enter into a Lease-Purchase Agreement, attached and incorporated herein as Exhibit “A,” allowing the City of Everman to lease and ultimately purchase radio equipment from Motorola Solutions Inc; and

WHEREAS, the City Council for the City of Everman finds that it is in the best interest of the City for the acquisition of such Equipment;

IT IS THEREFORE RESOLVED by the City Council of the City of Everman, Texas that:

SECTION 1. The City Council for the City of Everman, Texas, hereby approves an Equipment Lease-Purchase Agreement between the City of Everman and Motorola Solutions, Inc., for radio equipment to be purchased and leased from Motorola Solutions, Inc. for total compensation not to exceed \$206,041.60 and in accordance with the terms and conditions of the Equipment Lease-Purchase Agreement attached hereto and incorporated herein by this reference as Exhibit “A.”

SECTION 2. The City Manager is hereby authorized to execute a Lease-Purchase Agreement on behalf of the City in substantially the form of that attached hereto as Exhibit “A.”

SECTION 3. This Resolution shall take effect immediately from and after its adoption and it is so resolved.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, this 5th day of September 2023.

APPROVED:

Ray Richardson, Mayor

ATTEST:

Mindi Parks, City Secretary

APPROVED AS TO FORM:

Kyle Barry, Assistant City Attorney
4875-0285-8365, v. 1

EXHIBIT “A”

4875-0285-8365, v. 1



September 1, 2023

CITY OF EVERMAN

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the radio equipment to be lease purchased from Motorola Solutions Inc. The interest rate and payment streams outlined in Equipment Lease Purchase Agreement #25436 are valid for contracts that are executed and returned on or before **September 29, 2023**. After **9/29/23**, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Once complete, a set with **ORIGINAL "wet" signatures** should be returned to me at the address below:

Motorola Solutions Credit Company LLC
Attn: Sam Gainer / 44th Floor
500 W. Monroe
Chicago, IL 60661

Should you have any questions, please contact me at 201-605-7206.

Thank You,

MOTOROLA SOLUTIONS CREDIT COMPANY LLC
Sam Gainer

LESSEE FACT SHEET

Section 8, ItemB.

Please help Motorola Solutions Inc. provide excellent billing service by providing the following information:

1. Complete **Billing** Address CITY OF EVERMAN

Attention:

Phone:

2. Lessee County Location:

3. Federal Tax I.D. Number

4. Purchase Order Number to be referenced on invoice (if necessary) or other “descriptions” that may assist in determining the applicable cost center or department:

5. Equipment description that you would like to appear on your invoicing:

Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address

Phone:

Fax:

7. Payment remit to address:

**Motorola Solutions Credit Company LLC
P.O. Box 71132
Chicago IL 60694-1132**

Thank you

EQUIPMENT LEASE-PURCHASE AGREEMENT

Section 8, ItemB.

Lease Number: 25436

LESSEE:

CITY OF EVERMAN

212 North Race Street

Everman, TX 76140

LESSOR:

Motorola Solutions, Inc.

500 W. Monroe

Chicago, IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment, software, upgrades of same, extended warranties and other support, and other personal property described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A attached hereto and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment either (a) by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor; or (b) by executing and delivering the form of acceptance provided for in the Contract (defined below).

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate or other form of acceptance acceptable to Lessor, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate or other form acceptable to Lessor.

4. REPRESENTATIONS AND WARRANTIES. Lessee acknowledges that the Equipment leased hereunder is being manufactured and installed by Motorola Solutions, Inc. pursuant to contract (the "Contract")

covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, in the event the funds appropriated by Lessee's governing body in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payments to be or become includible in gross income for Federal income taxation purposes under the Code; (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term; and (x) Lessee agrees that the Equipment shall be and remain personal property notwithstanding the manner in which the same may be attached or affixed to realty, and Lessee shall do all acts and enter into all agreements necessary to insure that the Equipment remains personal property.

Lessee represents, covenants and warrants that: (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all public bidding requirements where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on

its part, and (iii) it has sufficient appropriations or other funds available to pay all amounts due the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement does not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon shipment of the Equipment to Lessee hereunder, title to the Equipment (other than any intellectual property rights in the software comprising part of the Equipment) will vest in Lessee subject to any applicable license; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; or (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing, title will immediately vest in Lessor or its Assignee, and Lessee shall immediately discontinue use of the Equipment, remove the Equipment from Lessee's computers and other electronic devices and deliver the Equipment to Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income.

If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated to, pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of : (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, licensing, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defense abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the fiscal year in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; (iv) promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof; and (v) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse

of time, or both could become an Event of Default, then exists, Lessee will have the right to Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment (other than any intellectual property rights in the software comprising part of the Equipment) to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

18.1 PARTIAL PAYMENT/PURCHASE OPTION – GRANT FUNDING. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to make a partial payment against the Lease one time per calendar year at an amount no less than \$175,000.00 SO LONG AS SUCH PAYMENT IS BEING MADE FROM A FEDERAL GRANT FUNDING AWARD and upon Lessor's request, Lessee will provide Lessor certification of such. Application of said payment shall first be applied to accrued interest with the remainder going against the principal. Should Lessee make such payment, all remaining Lease Payments will be adjusted accordingly over the remainder of the Lease Term and Lessor shall provide to Lessee a revised Schedule B. Any reduction in outstanding principal can be viewed as the Lessee obtaining a greater equity position in the Lease subject to Lessor's rights pursuant to the other terms of this Lease.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Bank Qualified Statement, Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, either electronically or manually, all of which shall constitute but one and the same instrument. Lessor reserves the right to request receipt of a manually-executed counterpart from Lessee. Lessor

and Lessee agree that the only original counterpart for purposes of perfection by possession shall be the counterpart manually executed by Lessor and identified as “Original”, regardless of whether Lessee’s execution or delivery of said counterpart is done manually or electronically.

Section 8, Item B.

*** *SIGNATURE PAGE TO FOLLOW* ***

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 29th day of September, 2023.

LESSEE:
CITY OF EVERMAN

LESSOR:
MOTOROLA SOLUTIONS, INC.

By: _____ By: _____

Print Name: _____

Title: _____ Title: _____

CERTIFICATE OF INCUMBENCY

I, _____ do hereby certify that I am the duly elected or
(Printed Name of Secretary/Clerk)

appointed and acting Secretary or Clerk of the CITY OF EVERMAN, an entity duly organized and existing under the laws of the **State of Texas**, that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **25436**, between CITY OF EVERMAN and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of CITY OF EVERMAN, hereto this

_____ day of _____, 2023.

By: _____

(Signature of Secretary/Clerk) **SEAL**

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement 25436 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

Attorney for CITY OF EVERMAN

SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT

Schedule A 25436
Lease Number:

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **25436** ("Lease"), between MOTOROLA SOLUTIONS INC. ("Lessor") and CITY OF EVERMAN (" Lessee").

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location: TX	

Initial Term: 60 Months Commencement Date: 9/29/2023
First Payment Due Date: 10/1/2024

5 consecutive annual payments as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

Schedule B (Lease #25436)

City of Everman

Compound Period: Annual

Nominal Annual Rate: 5.810%

	Event	Date	Amount	Number	Period	End Date
1	Loan	9/29/2023	\$174,429.06	1		
2	Payment	10/1/2024	\$41,208.32	5	Annual	10/1/2028

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	9/29/2023				\$174,429.06
1	10/1/2024	\$41,208.32	\$10,193.90	\$31,014.42	\$143,414.64
2	10/1/2025	\$41,208.32	\$8,332.39	\$32,875.93	\$110,538.71
3	10/1/2026	\$41,208.32	\$6,422.30	\$34,786.02	\$75,752.69
4	10/1/2027	\$41,208.32	\$4,401.23	\$36,807.09	\$38,945.60
5	10/1/2028	\$41,208.32	\$2,262.72	\$38,945.60	0.00
Grand Totals		\$206,041.60	\$31,612.54	174,429.06	

INITIAL INSURANCE REQUIREMENT: \$174,429.06

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number 25436 to that Equipment Lease Purchase Agreement number 25436 will be maintained by CITY OF EVERMAN as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

Name of insurance provider

Address of insurance provider

City, State and Zip Code

Phone number of local insurance provider

E-mail address

In accordance with the Equipment Lease Purchase Agreement Number 25436, CITY OF EVERMAN, hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage				
Property Damage				
Public Liability				

Certificate shall include the following:
Description: All Equipment listed on Schedule A number 25436 to that Equipment Lease Purchase Agreement number 25436. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 25436 and list any deductibles.

Certificate Holder:
MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee
500 W Monroe
Chicago, IL 60661

If self insured, contact Motorola representative for template of self insurance letter.

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS (# 25436)

Section 8, ItemB.

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, **please address the following questions** by completing this form or by sending a separate letter:

- 1.** What is the specific use of the equipment?
- 2.** Why is the equipment essential to the operation of **CITY OF EVERMAN**?
- 3.** Does the equipment replace existing equipment?

If so, why is the replacement being made?

- 4.** Is there a specific cost justification for the new equipment?

If yes, please attach outline of justification.

- 5.** What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

☐ General Fund

- Have dollars already been appropriated for the Lease Payment? Yes -or- No

- If yes, for what fiscal year(s) have appropriations been made? _____

☐ Combination of Federal Grant funding supplemented by General Revenues

- What fiscal year(s) is expected to be funded via federal grants: _____

- What fiscal year(s) is expected to be funded via general revenues: _____

- Have these general revenues already been appropriated for the Lease Payment(s)? Yes -or- No

☐ Other (please describe): _____

Bank Qualified Statement (Lease# 25436)

LESSEE CERTIFIES THAT IT (circle one) HAS or HAS NOT

DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE AND IF THE LESSEE HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION, IT HAS NOT DESIGNATED MORE THAN \$10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDAR YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDAR YEAR WILL NOT EXCEED \$10,000,000.

CERTIFIED LESSEE RESOLUTION (Lease# 25436)

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease) ***held on or before the execution date of the Lease***, the following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board of Lessee as follows:

1. Determination of Need. The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between CITY OF EVERMAN (Lessee) and Motorola Solutions, Inc. (Lessor).
2. Approval and Authorization. The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.
3. Adoption of Resolution. The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

Information Return for Tax-Exempt Governmental Bonds

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

► Go to www.irs.gov/F8038G for instructions and the latest information.

Section 8, Item B.

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here ► <input type="checkbox"/>
1 Issuer's name City of Everman, TX		2 Issuer's employer identification number (EIN)
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 212 North Race Street	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Everman, TX 76140		7 Date of issue 09/29/2023
8 Name of issue Equipment Lease Purchase Agreement 25436		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.		
11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	174,429 06
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ►	18	
19a If bonds are TANs or RANs, check only box 19a ► <input type="checkbox"/>		
b If bonds are BANs, check only box 19b ► <input type="checkbox"/>		
20 If bonds are in the form of a lease or installment sale, check box ► <input type="checkbox"/>		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.				
(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21 10/01/2028	\$ 174,429.06	\$ n/a	5 years	5.81 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)				
22 Proceeds used for accrued interest	22			
23 Issue price of entire issue (enter amount from line 21, column (b))	23			
24 Proceeds used for bond issuance costs (including underwriters' discount)	24			
25 Proceeds used for credit enhancement	25			
26 Proceeds allocated to reasonably required reserve or replacement fund	26			
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27			
28 Proceeds used to refund prior taxable bonds. Complete Part V	28			
29 Total (add lines 24 through 28)	29			
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30			

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2018)

Part VI Miscellaneous

- | | | |
|------------|--|--|
| 35 | | |
| 36a | | |
| 37 | | |
- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions
- b** Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____
- c** Enter the name of the GIC provider ▶ _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information:
- b** Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____
- c** Enter the EIN of the issuer of the master pool bond ▶ _____
- d** Enter the name of the issuer of the master pool bond ▶ _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ ☐
- 41a** If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:
- b** Name of hedge provider ▶ _____
- c** Type of hedge ▶ _____
- d** Term of hedge ▶ _____
- 42** If the issuer has superintegrated the hedge, check box ▶ ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement ▶ _____
- b** Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ _____ Date _____ ▶ _____ Type or print name and title

Signature of issuer's authorized representative

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ▶	Firm's EIN ▶			
Firm's address ▶	Phone no.			

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

Section 8, Item B.

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 25436

Lease Schedule A No. : 25436

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 25436. See Schedule A for a detailed Equipment List.

LESSEE:

CITY OF EVERMAN

By: __ to be completed after delivery__

Date: _____

SCHEDULE A

EQUIPMENT LIST

LEASE NUMBER: 25436

Equipment Location: Everman Police Department, 404 W Enon Ave. Everman, TX 76140

Equipment to be leased:

- 12 - APX N70 7/800 MODEL 4.5 PORTABLE (Part #: H35UCT9PW8AN)
- 12 - BATT IMPRES 2 LIION IP68 3200T (Part #: PMNN4816A)
- 12 - XVP730 REMOTE SPEAKER MICROPHONE NO CHANNEL KNOB, FOR APX N RADIOS (Part #: PMMN4142A)
- 12 - CHARGER, CHGR DESKTOP SINGLE UNIT IMPRES 2 EXT US (Part #: PMPN4604A)
- 8 - APX NEXT SINGLE BAND MODEL 4.5 PORTABLE (Part #: H45TGT9PW8AN)
- 8 - BATTERY PACK, IMPRES GEN2, LIION, IP68, 4400T (Part #: NNTN9216A)
- 1 - CHGR DESKTOP MULTI UNIT IMPRES 2 6 DISPLAYS INT PS US (Part #: PMPN4591A)
- 8 - IMPRES 2 SUC, 3.0A, 120VAC, TYPE A PLUG, NA (Part #: NNTN9199A)
- 8 - XVP830 REMOTE SPEAKER MICROPHONE NO CHANNEL KNOB (Part #: PMMN4136B)
- 8 - CHARGER, CHGR DESKTOP SINGLE UNIT IMPRES 2 EXT US (Part #: PMPN4604A)

Equipment Location: Everman Fire Department, 404 W Enon Ave. Everman, TX 76140

Equipment to be leased:

- 5 - APX NEXT SINGLE BAND MODEL 4.5 PORTABLE (Part #: H45TGT9PW8AN)
- 5 - BATTERY PACK, BATTERY PACK, IMPRES GEN2, LIION, IP68, 4400T, UL2054 DIV 2 (Part #: NNTN9217A)
- 5 - CHGR VEHICLE IMPRES 2 EXT NA/AU/NZ KIT (Part #: PMPN4639B)
- 4 - IMPRES 2 SUC, 3.0A, 120VAC, TYPE A PLUG, NA (Part #: NNTN9199A)
- 5 - ACCESSORY KIT, XVE500 REMOTE SPEAKER MIC, HIGH IMPACT GREEN WITH KNOB (Part #: PMMN4132A)

STATE OF TEXAS §
 § INTERLOCAL COOPERATION AGREEMENT
COUNTY OF TARRANT § FOR LAW ENFORCEMENT MUTUAL AID

This **Interlocal Cooperation Agreement for Law Enforcement Mutual Aid** (“**Agreement**”) is entered as of the Effective Date by and among the **City of Everman** (“**Everman**”), a Texas home rule municipality and **Tarrant County, Texas** for and on behalf of the Tarrant County Sheriff’s Office (“**County**”). Everman and County may be referred to hereafter collectively as “Parties” and separately as “Party.”

RECITALS

WHEREAS, it is the responsibility of the governments of Everman and County to ensure the public safety of their residents by providing adequate levels of law enforcement services to address any foreseeable routine or emergency situation; and

WHEREAS, Everman and County have determined it is to the mutual advantage and benefit of each Party to render law enforcement services to the other Party in the case of an emergency or when requested by a Requesting Party; and

WHEREAS, it is the desire of the Parties to enter into this Agreement for Mutual Aid pursuant to the provisions of Texas Government Code Chapter 791 (the Interlocal Cooperation Act) and contract pursuant thereto;

NOW, THEREFORE, for the mutual consideration hereinafter stated the Parties agree as follows:

AGREEMENT

1. **Definitions.** As used in this Agreement, the following words and phrases shall have the following meanings unless the context clearly indicates a different meaning:

Effective Date means the date on which this Agreement has been signed by authorized representatives of all of the Parties.

Emergency shall mean any occurrence, or threat thereof, which results in substantial injury or harm to the population, or damage to or loss of property.

District with respect to each Party means that Party’s incorporated city limits.

Mutual Aid shall have the meaning assigned to that phrase in Section 4, below.

Police Chief shall mean the person serving as Police Chief for the City of Everman and his or her authorized representative(s).

Requesting Party means the Party requesting Mutual Aid assistance under this Agreement.

Responding Party means the Party providing Mutual Aid assistance to a Requesting Party in response to a request made pursuant to this Agreement.

Sheriff shall mean the person serving as Sheriff for Tarrant County and his or her authorized representative(s).

2. Term; Early Termination.

- a. **Term.** The initial term of this Agreement shall begin on the Effective Date and end on September 30, 2024. The term of this Agreement shall be automatically extended for periods of one (1) year each beginning on October 1, 2024, and on each October 1st thereafter until terminated in accordance with this Agreement.
- b. **No-Fault Termination.** In addition to such other means of termination set forth in this Agreement, any Party may terminate its participation in this Agreement at any time without cause by delivering written notice of termination to the other Party not later than ninety (90) days prior to the date of termination set forth in the notice.

3. Adequate Coverage for Own Jurisdiction. The Parties understand and acknowledge that each Party is responsible for providing adequate law enforcement coverage for its own Jurisdiction and that the foremost responsibility of each Party is to first ensure that the Party's law enforcement resources are devoted to providing adequate law enforcement services to its own residents. This Agreement shall not be construed as imposing an unconditional obligation on any Party to this Agreement to provide aid and assistance to a Requesting Party. When a Party is unable to honor a request for aid and assistance, the Party will immediately inform the Requesting Party that it will not be able to provide the requested Mutual Aid.

4. Mutual Aid. In the event the Police Chief or the Sheriff determines that an event, incident, emergency, or an eminent threat of emergency is such that the Party's available law enforcement resources will likely be inadequate to address the event, incident, or emergency (existing or threatened), the Police Chief or Sheriff of the Requesting Party shall notify the other Party. The Police Chief or Sheriff of the Responding Party shall evaluate the request and the Party's available resources and respond in a manner deemed appropriate. No Party shall be required to provide Mutual Aid unless it determines that it has sufficient resources to do so based on current or anticipated events within its own jurisdiction.

- a. The Mutual Aid provided by the Responding Party may be recalled at the discretion of the Police Chief or the Sheriff.
- b. Officers of the Responding Party will work under their own supervisors and with their own equipment to the extent possible.

- c. All general direction relative to the work will be given by the appropriate officers of the Requesting Party.
- e. Direction for the Responding Party's officers during regularly scheduled special events will be at the direction of the Requesting Party's designated Incident Commander.
- f. The Requesting Party will be responsible for arrests and detentions in the Requesting Party's Jurisdiction unless circumstances dictate otherwise.
- g. All follow-up investigations for all offenses will be conducted by the Requesting Party.
- h. If any law enforcement officer of a Responding Party responds to an Emergency or a Request within a Requesting Party's jurisdiction, the command authority shall be determined as follows:
 - i. The Requesting Party shall exercise command unless otherwise provided in Paragraph ii, below.
 - ii. If a law enforcement officer of a Responding Party is first on the scene, that officer shall assume command and secure the area, maintain the integrity of the crime scene, establish a perimeter, as required, and begin to gather victim and witness information until a law enforcement officer from the Requesting Party's department arrives on the scene. Upon arrival, the Requesting Party's law enforcement officer shall assume command of the scene. Once command is transferred, the Responding Party's law enforcement officer shall not remain on the scene unless requested to do so by the Requesting Party.

4. Authority of Responding Party's Officers.

- a. Law enforcement officers of a Responding Party shall exercise criminal law enforcement powers outside of the Responding Party's jurisdiction and within the jurisdiction of the Requesting Party to the same extent as law enforcement officers of the Requesting Party acting within the jurisdiction of the Requesting Party provided the law enforcement officers of the Responding Party are present in the Requesting Party's jurisdiction pursuant to a request from the Requesting Party.
- b. This Agreement shall not be construed as authorizing the law enforcement officers of the Responding Party to perform routine patrols in the jurisdiction of the Requesting Party or to conduct investigations therein unless said patrols or investigations are the subject of a Request for Mutual Aid.

5. **Report Required.** Whenever assistance is provided under the terms of this Agreement, the Responding Party shall be responsible for generating a report regarding the incident, if required, and shall provide a copy of the same to the Requesting Party.
6. **Agency Policy and Procedures.** When conducting law enforcement activities within the jurisdiction of a Requesting Party, including, but not limited to, the use of force, the officers of the Responding Party shall adhere to the Responding Party's policies and procedures and use only those weapons and tactics for which said officers are qualified and authorized to use in accordance with the Responding Party's policies and procedures.
7. **Party Liability.**
 - a. **Everman.** To the extent allowed by law, and without waiving any immunity (governmental, official, qualified, or otherwise) available to Everman or its employees under Texas or Federal law, or any other defenses Everman or its employees are able to assert under Texas or Federal law, Everman agrees to and accepts full responsibility for claims arising from or related to the negligent acts and/or omissions of Everman's officers, employees and agents that occur in association with providing the services to the other Parties pursuant to this Agreement.
 - b. **County.** To the extent allowed by law, and without waiving any immunity (governmental, official, qualified, or otherwise) available to County or its employees under Texas or Federal law, or any other defenses County or its employees are able to assert under Texas or Federal law, County agrees to and accepts full responsibility for claims arising from or related to the negligent acts and/or omissions of County's officers, employees and agents that occur in association with providing the services to the other Parties pursuant to of this Agreement.
 - c. **Joint Responsibility.** If a claim or liability shall arise from the joint or concurring negligence of the Parties, such shall be borne by the Parties comparatively in accordance with the laws of the State of Texas as determined by a final, non-appealable judgment of a court of competent jurisdiction or as agreed by the Parties.
 - d. **Damage to Equipment.** All damages or repairs to any equipment or apparatus shall be the responsibility of the Party that owns such equipment or apparatus. In the event that damages to equipment or apparatus occurs during a natural disaster or a state of emergency, as declared by a local, state, or federal governing authority ("a Disaster"), for which state or federal aid or grants may be sought in order to compensate the Party for the damages incurred or resources expended in in relation to the Disaster:
 - i. Except as provided in paragraph ii, below, each Party shall be responsible for making application for funds to compensate the Party for said Party's own damages or resources used as the result of the Disaster; and

- ii. If only one Party is authorized to make application for recovery of damages that occurred in relation to the Disaster, inclusive of damages incurred by both Parties, the Party making the application agrees to distribute to the other Party the funds awarded to the Party making the application for that portion of the claim relating to the other Parties' damages or resources used; provided, however, if the award is made in lump sum to the Party that made the application without stating the items within the claim application to which the award applies, the Parties agree that the award will be shared proportionately on a percentage basis based on the value of the damages incurred and resources spent during the Disaster as it relates to the entire claim for which the original application was made.
 - e. **No Waiver of Immunity.** Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed or construed to be a waiver or relinquishment of any immunity, defense, or tort limitation to which a Party or the Parties, their officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit. By entering this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any persons or entities who are not parties to this Agreement.
8. **Compensation.**
- a. **Employee Compensation.** A Requesting Party shall not be required to pay any compensation to the Responding Party under this Agreement for services rendered by the employees of the Responding Party pursuant to this Agreement. Employees of the Responding Party who are assigned, designated or ordered by proper authority to perform duties pursuant to this Agreement at the request of the Requesting Party 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 Responding Party's jurisdiction where the employees are regularly employed.
 - b. **Worker's Compensation.** Each Party to this Agreement shall comply with workers compensation laws of the State of Texas without any cost to the other Party.
 - c. **Employee Injuries.** All medical expenses, wage and disability payments, pension payments, damage to equipment and clothing shall be paid by the Party by which the employee in question is regularly employed.
9. **Administration.** It is agreed by each of the Parties that for the purpose of liaison and administration, the Police Chief and the Sheriff shall be responsible for serving as liaisons

and for the purpose of administration of this Agreement on behalf of the Party with whom each is employed.

10. **Miscellaneous.**

- a. **Notices.** Any notices or other communication required to be provided to a Party in this Agreement shall be in writing, addressed as provided hereinafter to the Party to whom the notice or other communication is given, and shall be either (i) delivered personally (hand-delivered), (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given when received if delivered personally; 72 hours after deposit in the United States mail if sent by mail; and twenty-four (24) hours after deposit if sent by Federal Express or other nationally recognized carrier to be delivered overnight. Addresses for notices and/or other communications are as follows:

To Everman:

City of Everman, Texas
212 N. Race Street
Everman, Texas 76140
Attn: Police Chief

To County:

Tarrant County Sheriff's Office
200 Taylor Street
County, Texas 76196
Attn: Sheriff

With Copy to:

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

With Copy to:

- b. **Governing Law, Venue.** This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Texas, without regard to choice of laws rules of any jurisdiction. Any and all suits, actions or legal proceedings between the Parties relating to this Agreement shall be maintained in the state courts of Tarrant County, Texas, which courts shall have exclusive jurisdiction for such purpose.
- c. **Relationship.** It is understood and agreed that the relationship between the Parties described in this Agreement is contractual in nature between independent Parties and does not constitute, and shall not be construed, as creating a partnership or joint venture relationship between the Parties. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth

herein, and this Agreement shall not create any rights in any individual or entity that is not a signatory hereto.

- d. **Entire Agreement.** This Agreement represents the entire agreement between the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.
- e. **Amendment.** This Agreement may only be amended by written agreement of the Parties.
- f. **Headings; "Includes."** The section and subsection headings contained herein are for convenience only, shall not be used in interpretation of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement. For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration and use of the terms does not create a presumption that components not expressed are excluded.
- g. **Severability.** The sections, subsection, and all provisions and portions of this Agreement are severable, and if any section, subsection, or other provision or portion hereof is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws, such section, subsection, or other provision or portion shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable sections, subsection, or other provision or portion is not a part hereof, and the remaining sections, subsections, and other provisions and portions hereof shall remain in full force and effect.
- h. **Assignment.** No Party may assign, transfer, or otherwise convey this Agreement, or any of its rights, duties, or obligations hereunder without the written consent of the other Party.
- i. **Force Majeure.** No Party shall be liable to the other Parties for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Agreement due to causes beyond the Party's control or because of applicable law, including, but not limited to, war, nuclear disaster, strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, floods, riots, rebellion, sabotage, terrorism, or any other circumstance for which a Party is not legally responsible or which is not reasonably within its power to control. The affected Party's obligation shall be suspended during the continuance of the inability then claimed, but for no longer period. To the extent possible, the Party shall endeavor to remove or overcome the inability claimed with reasonable dispatch.
- j. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

- k. **Authorized Signatories.** The person signing this Agreement on behalf of each Party has been properly authorized by the Parties' respective governing body to sign this Agreement for that Party.
- l. **Payment with Current Funds.** Each Party represents that it will pay for the Party's costs incurred in association with the Party's provision of services pursuant to this Agreement from current funds available to the performing Party

(Two signature pages 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

John D. Oliver, Asst. City Attorney

Tarrant County Signature Page

SIGNED AND AGREED this ____ day of _____, 2023.

TARRANT COUNTY, TEXAS

By: _____
Tarrant County Judge

APPROVED AS TO FORM

County Attorney

4863-7351-3587, v. 1

**CITY OF EVERMAN, TEXAS
RESOLUTION NO. 2023-08-06**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS,
AUTHORIZING EXECUTION OF INTERLOCAL COOPERATION AGREEMENTS FOR
POLICE / LAW ENFORCEMENT MUTUAL AID WITH THE CITIES OF KENNEDALE,
DALWORTHINGTON GARDENS, AND FORT WORTH AND WITH TARRANT
COUNTY; AND PROVIDING AN EFFECTIVE**

WHEREAS, it is the responsibility of the City of Everman to secure protection of life and property in the event of an emergency, disaster and/or civil emergency for the City and its residents; and

WHEREAS, Chapter 791 of the Texas Government Code ("Interlocal Cooperation Act"), authorizes local government entities to enter into interlocal contracts for governmental purposes; and

WHEREAS, City Administration has negotiated three separate interlocal agreements with the cities of Kennedale, Dalworthington Gardens, and Fort Worth for the provision of police mutual aid between Everman and each city; and

WHEREAS, City Administration has additionally negotiated an interlocal agreement with Tarrant County, on behalf of the Tarrant County Sheriff's Office, for the provision of law enforcement mutual aid between Everman and the County; and

WHEREAS, the City Council desires to secure the benefits of mutual aid for the protection of life and property in the event of an emergency and/or disaster; and

WHEREAS, the City Council of the City of Everman finds it to be in the public interest to enter said agreement with the Cities of Kennedale, Dalworthington Gardens, and Fort Worth and with Tarrant County;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS THAT:

SECTION 1. The City Manager is hereby authorized to sign on behalf of the City the interlocal cooperation agreement for police/law enforcement mutual aid with the Cities of Kennedale, Dalworthington Gardens, and Fort Worth and with Tarrant County on behalf of the Tarrant County Sheriff's Office, each in substantially the form attached hereto as Exhibit "A" through "D", respectively, the same being incorporated herein by this reference.

SECTION 2. This resolution shall become effective immediately upon its approval.

PASSED AND APPROVED this the _____ day of August 2023.

City of Everman, Texas

Ray Richardson, Mayor

Attest:

Mindi Parks, City Secretary

Approved as to Form:

Kyle Barry, Asst. City Attorney
4890-1703-9731, v. 1

4890-1703-9731, v. 1

[Exhibits A through D to be attached]

STATE OF TEXAS §
 § INTERLOCAL COOPERATION AGREEMENT
COUNTY OF TARRANT § FOR POLICE MUTUAL AID

This **Interlocal Cooperation Agreement for Police Mutual Aid** (“**Agreement**”) is entered as of the Effective Date by and among the **City of Everman** (“**Everman**”), a Texas home rule municipality and the **City of Dalworthington Gardens** (“**Dalworthington Gardens**”), a Type A general law municipality. Everman and Dalworthington Gardens may be referred to hereafter collectively as “Parties” and separately as “Party.”

RECITALS

WHEREAS, it is the responsibility of the governments of Everman and Dalworthington Gardens to ensure the public safety of their residents by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, Everman and Dalworthington Gardens have determined it is to the mutual advantage and benefit of each Party to render police services to the other Party in the case of an emergency or when requested by a Requesting Party; and

WHEREAS, it is the desire of the Parties to enter into this Agreement for Mutual Aid pursuant to the provisions of Texas Government Code Chapter 791 (the Interlocal Cooperation Act) and contract pursuant thereto;

NOW, THEREFORE, for the mutual consideration hereinafter stated the Parties agree as follows:

AGREEMENT

1. **Definitions.** As used in this Agreement, the following words and phrases shall have the following meanings unless the context clearly indicates a different meaning:

Effective Date means the date on which this Agreement has been signed by authorized representatives of all of the Parties.

Emergency shall mean any occurrence, or threat thereof, which results in substantial injury or harm to the population, or damage to or loss of property.

District with respect to each Party means that Party’s incorporated city limits.

Mutual Aid shall have the meaning assigned to that phrase in Section 4, below.

Police Chief shall mean the person serving as Police Chief for each respective Party, and his or her authorized representative(s).

Requesting Party means the Party requesting Mutual Aid assistance under this Agreement.

Responding Party means the Party providing Mutual Aid assistance to a Requesting Party in response to a request made pursuant to this Agreement.

2. Term; Early Termination.

- a. Term.** The initial term of this Agreement shall begin on the Effective Date and end on September 30, 2024. The term of this Agreement shall be automatically extended for periods of one (1) year each beginning on October 1, 2024, and on each October 1st thereafter until terminated in accordance with this Agreement.
- b. No-Fault Termination.** In addition to such other means of termination set forth in this Agreement, any Party may terminate its participation in this Agreement at any time without cause by delivering written notice of termination to the other Party not later than ninety (90) days prior to the date of termination set forth in the notice.

3. Adequate Coverage for Own Jurisdiction. The Parties understand and acknowledge that each Party is responsible for providing adequate law enforcement coverage for its own Jurisdiction and that the foremost responsibility of each Party is to first ensure that the Party's law enforcement resources are devoted to providing adequate law enforcement services to its own residents. This Agreement shall not be construed as imposing an unconditional obligation on any Party to this Agreement to provide aid and assistance to a Requesting Party. When a Party is unable to honor a request for aid and assistance, the Party will immediately inform the Requesting Party that it will not be able to provide the requested Mutual Aid.

4. Mutual Aid. In the event a Party's Police Chief determines that an event, incident, emergency, or an eminent threat of emergency is such that the Party's available law enforcement resources will likely be inadequate to address the event, incident, or emergency (existing or threatened), the Police Chief of the Requesting Party shall notify the other Party. The Police Chief of the Responding Party shall evaluate the request and the Party's available resources and respond in a manner deemed appropriate. No Party shall be required to provide Mutual Aid unless it determines that it has sufficient resources to do so based on current or anticipated events within its own jurisdiction.

- a.** The Mutual Aid provided by the Responding Party may be recalled at the discretion of the Police Chief or of the Responding Party.
- b.** Officers of the Responding Party will work under their own supervisors and with their own equipment to the extent possible.
- c.** All general direction relative to the work will be given by the appropriate officers of the Requesting Party.

- e. Direction for the Responding Party's officers during regularly scheduled special events will be at the direction of the Requesting Party's designated Incident Commander.
- f. The Requesting Party will be responsible for arrests and detentions in the Requesting Party's Jurisdiction unless circumstances dictate otherwise.
- g. All follow-up investigations for all offenses will be conducted by the Requesting Party.
- h. If any police officer of a Responding Party responds to an Emergency or a Request within a Requesting Party's jurisdiction, the command authority shall be determined as follows:
 - i. The Requesting Party shall exercise command unless otherwise provided in Paragraph ii, below.
 - ii. If a police officer of a Responding Party is first on the scene, that officer shall assume command and secure the area, maintain the integrity of the crime scene, establish a perimeter, as required, and begin to gather victim and witness information until a police officer from the Requesting Party's department arrives on the scene. Upon arrival, the Requesting Party's police officer shall assume command of the scene. Once command is transferred, the Responding Party's police officer shall not remain on the scene unless requested to do so by the Requesting Party.

4. Authority of Responding Party's Officers.

- a. Police officers of a Responding Party shall exercise criminal law enforcement powers outside of the Responding Party's jurisdiction and within the jurisdiction of the Requesting Party to the same extent as police officers of the Requesting Party acting within the jurisdiction of the Requesting Party provided the police officers of the Responding Party are present in the Requesting Party's jurisdiction pursuant to a request from the Requesting Party.
- b. This Agreement shall not be construed as authorizing the police officers of the Responding Party to perform routine patrols in the jurisdiction of the Requesting Party or to conduct investigations therein unless said patrols or investigations are the subject of a Request for Mutual Aid.

5. Report Required. Whenever assistance is provided under the terms of this Agreement, the Responding Party shall be responsible for generating a report regarding the incident, if required, and shall provide a copy of the same to the Requesting Party.

6. Agency Policy and Procedures. When conducting law enforcement activities within the jurisdiction of a Requesting Party, including, but not limited to, the use of force, the officers

of the Responding Party shall adhere to the Responding Party's policies and procedures and use only those weapons and tactics for which said officers are qualified and authorized to use in accordance with the Responding Party's policies and procedures.

7. **Party Liability.**

- a. **Everman.** To the extent allowed by law, and without waiving any immunity (governmental, official, qualified, or otherwise) available to Everman or its employees under Texas or Federal law, or any other defenses Everman or its employees are able to assert under Texas or Federal law, Everman agrees to and accepts full responsibility for claims arising from or related to the negligent acts and/or omissions of Everman's officers, employees and agents that occur in association with providing the services to the other Parties pursuant to this Agreement.
- b. **Dalworthington Gardens.** To the extent allowed by law, and without waiving any immunity (governmental, official, qualified, or otherwise) available to Dalworthington Gardens or its employees under Texas or Federal law, or any other defenses Dalworthington Gardens or its employees are able to assert under Texas or Federal law, Dalworthington Gardens agrees to and accepts full responsibility for claims arising from or related to the negligent acts and/or omissions of Dalworthington Gardens's officers, employees and agents that occur in association with providing the services to the other Parties pursuant to of this Agreement.
- c. **Joint Responsibility.** If a claim or liability shall arise from the joint or concurring negligence of the Parties, such shall be borne by the Parties comparatively in accordance with the laws of the State of Texas as determined by a final, non-appealable judgment of a court of competent jurisdiction or as agreed by the Parties.
- d. **Damage to Equipment.** All damages or repairs to any equipment or apparatus shall be the responsibility of the Party that owns such equipment or apparatus. In the event that damages to equipment or apparatus occurs during a natural disaster or a state of emergency, as declared by a local, state, or federal governing authority ("a Disaster"), for which state or federal aid or grants may be sought in order to compensate the Party for the damages incurred or resources expended in in relation to the Disaster:
 - i. Except as provided in paragraph ii, below, each Party shall be responsible for making application for funds to compensate the Party for said Party's own damages or resources used as the result of the Disaster; and
 - ii. If only one Party is authorized to make application for recovery of damages that occurred in relation to the Disaster, inclusive of damages incurred by both Parties, the Party making the application agrees to distribute to the other Party the funds awarded to the Party making the application for that portion of the claim relating to the other Parties' damages or resources used;

provided, however, if the award is made in lump sum to the Party that made the application without stating the items within the claim application to which the award applies, the Parties agree that the award will be shared proportionately on a percentage basis based on the value of the damages incurred and resources spent during the Disaster as it relates to the entire claim for which the original application was made.

- e. **No Waiver of Immunity.** Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed or construed to be a waiver or relinquishment of any immunity, defense, or tort limitation to which a Party or the Parties, their officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit. By entering this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any persons or entities who are not parties to this Agreement.

8. **Compensation.**

- a. **Employee Compensation.** A Requesting Party shall not be required to pay any compensation to the Responding Party under this Agreement for services rendered by the employees of the Responding Party pursuant to this Agreement. Employees of the Responding Party who are assigned, designated or ordered by proper authority to perform duties pursuant to this Agreement at the request of the Requesting Party 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 Responding Party's jurisdiction where the employees are regularly employed.
- b. **Worker's Compensation.** Each Party to this Agreement shall comply with workers compensation laws of the State of Texas without any cost to the other Party.
- c. **Employee Injuries.** All medical expenses, wage and disability payments, pension payments, damage to equipment and clothing shall be paid by the Party by which the employee in question is regularly employed.

- 9. **Administration.** It is agreed by each of the Parties that for the purpose of liaison and administration, the Police Chief of the respective Party shall be responsible for serving as a liaison and for the purpose of administration of this Agreement on behalf of the Party with whom each Police Chief is employed.

10. **Miscellaneous.**

- a. **Notices.** Any notices or other communication required to be provided to a Party in this Agreement shall be in writing, addressed as provided hereinafter to the Party

to whom the notice or other communication is given, and shall be either (i) delivered personally (hand-delivered), (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given when received if delivered personally; 72 hours after deposit in the United States mail if sent by mail; and twenty-four (24) hours after deposit if sent by Federal Express or other nationally recognized carrier to be delivered overnight. Addresses for notices and/or other communications are as follows:

To Everman:

City of Everman, Texas
212 N. Race Street
Everman, Texas 76140
Attn: Police Chief

To Dalworthington Gardens:

City of Dalworthington Gardens, Texas

Dalworthington Gardens, Texas 766013
Attn: Police Chief

With Copy to:

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

With Copy to:

- b. **Governing Law, Venue.** This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Texas, without regard to choice of laws rules of any jurisdiction. Any and all suits, actions or legal proceedings between the Parties relating to this Agreement shall be maintained in the state courts of Tarrant County, Texas, which courts shall have exclusive jurisdiction for such purpose.

- c. **Relationship.** It is understood and agreed that the relationship between the Parties described in this Agreement is contractual in nature between independent Parties and does not constitute, and shall not be construed, as creating a partnership or joint venture relationship between the Parties. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any individual or entity that is not a signatory hereto.

- d. **Entire Agreement.** This Agreement represents the entire agreement between the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

- e. **Amendment.** This Agreement may only be amended by written agreement of the Parties.
- f. **Headings; “Includes.”** The section and subsection headings contained herein are for convenience only, shall not be used in interpretation of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement. For purposes of this Agreement, “includes” and “including” are terms of enlargement and not of limitation or exclusive enumeration and use of the terms does not create a presumption that components not expressed are excluded.
- g. **Severability.** The sections, subsection, and all provisions and portions of this Agreement are severable, and if any section, subsection, or other provision or portion hereof is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws, such section, subsection, or other provision or portion shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable sections, subsection, or other provision or portion is not a part hereof, and the remaining sections, subsections, and other provisions and portions hereof shall remain in full force and effect.
- h. **Assignment.** No Party may assign, transfer, or otherwise convey this Agreement, or any of its rights, duties, or obligations hereunder without the written consent of the other Party.
- i. **Force Majeure.** No Party shall be liable to the other Parties for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Agreement due to causes beyond the Party’s control or because of applicable law, including, but not limited to, war, nuclear disaster, strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, floods, riots, rebellion, sabotage, terrorism, or any other circumstance for which a Party is not legally responsible or which is not reasonably within its power to control. The affected Party’s obligation shall be suspended during the continuance of the inability then claimed, but for no longer period. To the extent possible, the Party shall endeavor to remove or overcome the inability claimed with reasonable dispatch.
- j. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- k. **Authorized Signatories.** The person signing this Agreement on behalf of each Party has been properly authorized by the Parties’ respective governing body to sign this Agreement for that Party.
- l. **Payment with Current Funds.** Each Party represents that it will pay for the Party’s costs incurred in association with the Party’s provision of services pursuant to this Agreement from current funds available to the performing Party.

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

John D. Oliver, Asst. City Attorney

City of Dalworthington Gardens Signature Page

SIGNED AND AGREED this ____ day of _____, 2023.

CITY OF DALWORTHINGTON GARDENS

By: _____
Lola Smith, City Administrator

ATTEST

Lola Smith, City Secretary

APPROVED AS TO FORM

City Attorney

4887-0049-9827, v. 1

STATE OF TEXAS §
 § INTERLOCAL COOPERATION AGREEMENT
COUNTY OF TARRANT § FOR POLICE MUTUAL AID

This **Interlocal Cooperation Agreement for Police Mutual Aid** (“**Agreement**”) is entered as of the Effective Date by and among the **City of Everman** (“**Everman**”), a Texas home rule municipality and the **City of Fort Worth** (“**Fort Worth**”), a Texas home rule municipality. Everman and Fort Worth may be referred to hereafter collectively as “Parties” and separately as “Party.”

RECITALS

WHEREAS, it is the responsibility of the governments of Everman and Fort Worth to ensure the public safety of their residents by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, Everman and Fort Worth have determined it is to the mutual advantage and benefit of each Party to render police services to the other Party in the case of an emergency or when requested by a Requesting Party; and

WHEREAS, it is the desire of the Parties to enter into this Agreement for Mutual Aid pursuant to the provisions of Texas Government Code Chapter 791 (the Interlocal Cooperation Act) and contract pursuant thereto;

NOW, THEREFORE, for the mutual consideration hereinafter stated the Parties agree as follows:

AGREEMENT

1. **Definitions.** As used in this Agreement, the following words and phrases shall have the following meanings unless the context clearly indicates a different meaning:

Effective Date means the date on which this Agreement has been signed by authorized representatives of all of the Parties.

Emergency shall mean any occurrence, or threat thereof, which results in substantial injury or harm to the population, or damage to or loss of property.

District with respect to each Party means that Party’s incorporated city limits.

Mutual Aid shall have the meaning assigned to that phrase in Section 4, below.

Police Chief shall mean the person serving as Police Chief for each respective Party, and his or her authorized representative(s).

Requesting Party means the Party requesting Mutual Aid assistance under this Agreement.

Responding Party means the Party providing Mutual Aid assistance to a Requesting Party in response to a request made pursuant to this Agreement.

2. Term; Early Termination.

- a. Term.** The initial term of this Agreement shall begin on the Effective Date and end on September 30, 2024. The term of this Agreement shall be automatically extended for periods of one (1) year each beginning on October 1, 2024, and on each October 1st thereafter until terminated in accordance with this Agreement.
- b. No-Fault Termination.** In addition to such other means of termination set forth in this Agreement, any Party may terminate its participation in this Agreement at any time without cause by delivering written notice of termination to the other Party not later than ninety (90) days prior to the date of termination set forth in the notice.

3. Adequate Coverage for Own Jurisdiction. The Parties understand and acknowledge that each Party is responsible for providing adequate law enforcement coverage for its own Jurisdiction and that the foremost responsibility of each Party is to first ensure that the Party's law enforcement resources are devoted to providing adequate law enforcement services to its own residents. This Agreement shall not be construed as imposing an unconditional obligation on any Party to this Agreement to provide aid and assistance to a Requesting Party. When a Party is unable to honor a request for aid and assistance, the Party will immediately inform the Requesting Party that it will not be able to provide the requested Mutual Aid.

4. Mutual Aid. In the event a Party's Police Chief determines that an event, incident, emergency, or an eminent threat of emergency is such that the Party's available law enforcement resources will likely be inadequate to address the event, incident, or emergency (existing or threatened), the Police Chief of the Requesting Party shall notify the other Party. The Police Chief of the Responding Party shall evaluate the request and the Party's available resources and respond in a manner deemed appropriate. No Party shall be required to provide Mutual Aid unless it determines that it has sufficient resources to do so based on current or anticipated events within its own jurisdiction.

- a.** The Mutual Aid provided by the Responding Party may be recalled at the discretion of the Police Chief or of the Responding Party.
- b.** Officers of the Responding Party will work under their own supervisors and with their own equipment to the extent possible.
- c.** All general direction relative to the work will be given by the appropriate officers of the Requesting Party.

- e. Direction for the Responding Party's officers during regularly scheduled special events will be at the direction of the Requesting Party's designated Incident Commander.
- f. The Requesting Party will be responsible for arrests and detentions in the Requesting Party's Jurisdiction unless circumstances dictate otherwise.
- g. All follow-up investigations for all offenses will be conducted by the Requesting Party.
- h. If any police officer of a Responding Party responds to an Emergency or a Request within a Requesting Party's jurisdiction, the command authority shall be determined as follows:
 - i. The Requesting Party shall exercise command unless otherwise provided in Paragraph ii, below.
 - ii. If a police officer of a Responding Party is first on the scene, that officer shall assume command and secure the area, maintain the integrity of the crime scene, establish a perimeter, as required, and begin to gather victim and witness information until a police officer from the Requesting Party's department arrives on the scene. Upon arrival, the Requesting Party's police officer shall assume command of the scene. Once command is transferred, the Responding Party's police officer shall not remain on the scene unless requested to do so by the Requesting Party.

4. Authority of Responding Party's Officers.

- a. Police officers of a Responding Party shall exercise criminal law enforcement powers outside of the Responding Party's jurisdiction and within the jurisdiction of the Requesting Party to the same extent as police officers of the Requesting Party acting within the jurisdiction of the Requesting Party provided the police officers of the Responding Party are present in the Requesting Party's jurisdiction pursuant to a request from the Requesting Party.
- b. This Agreement shall not be construed as authorizing the police officers of the Responding Party to perform routine patrols in the jurisdiction of the Requesting Party or to conduct investigations therein unless said patrols or investigations are the subject of a Request for Mutual Aid.

5. Report Required. Whenever assistance is provided under the terms of this Agreement, the Responding Party shall be responsible for generating a report regarding the incident, if required, and shall provide a copy of the same to the Requesting Party.

6. Agency Policy and Procedures. When conducting law enforcement activities within the jurisdiction of a Requesting Party, including, but not limited to, the use of force, the officers

of the Responding Party shall adhere to the Responding Party's policies and procedures and use only those weapons and tactics for which said officers are qualified and authorized to use in accordance with the Responding Party's policies and procedures.

7. **Party Liability.**

- a. **Everman.** To the extent allowed by law, and without waiving any immunity (governmental, official, qualified, or otherwise) available to Everman or its employees under Texas or Federal law, or any other defenses Everman or its employees are able to assert under Texas or Federal law, Everman agrees to and accepts full responsibility for claims arising from or related to the negligent acts and/or omissions of Everman's officers, employees and agents that occur in association with providing the services to the other Parties pursuant to this Agreement.
- b. **Fort Worth.** To the extent allowed by law, and without waiving any immunity (governmental, official, qualified, or otherwise) available to Fort Worth or its employees under Texas or Federal law, or any other defenses Fort Worth or its employees are able to assert under Texas or Federal law, Fort Worth agrees to and accepts full responsibility for claims arising from or related to the negligent acts and/or omissions of Fort Worth's officers, employees and agents that occur in association with providing the services to the other Parties pursuant to of this Agreement.
- c. **Joint Responsibility.** If a claim or liability shall arise from the joint or concurring negligence of the Parties, such shall be borne by the Parties comparatively in accordance with the laws of the State of Texas as determined by a final, non-appealable judgment of a court of competent jurisdiction or as agreed by the Parties.
- d. **Damage to Equipment.** All damages or repairs to any equipment or apparatus shall be the responsibility of the Party that owns such equipment or apparatus. In the event that damages to equipment or apparatus occurs during a natural disaster or a state of emergency, as declared by a local, state, or federal governing authority ("a Disaster"), for which state or federal aid or grants may be sought in order to compensate the Party for the damages incurred or resources expended in in relation to the Disaster:
 - i. Except as provided in paragraph ii, below, each Party shall be responsible for making application for funds to compensate the Party for said Party's own damages or resources used as the result of the Disaster; and
 - ii. If only one Party is authorized to make application for recovery of damages that occurred in relation to the Disaster, inclusive of damages incurred by both Parties, the Party making the application agrees to distribute to the other Party the funds awarded to the Party making the application for that portion of the claim relating to the other Parties' damages or resources used;

provided, however, if the award is made in lump sum to the Party that made the application without stating the items within the claim application to which the award applies, the Parties agree that the award will be shared proportionately on a percentage basis based on the value of the damages incurred and resources spent during the Disaster as it relates to the entire claim for which the original application was made.

- e. **No Waiver of Immunity.** Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed or construed to be a waiver or relinquishment of any immunity, defense, or tort limitation to which a Party or the Parties, their officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit. By entering this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any persons or entities who are not parties to this Agreement.

8. **Compensation.**

- a. **Employee Compensation.** A Requesting Party shall not be required to pay any compensation to the Responding Party under this Agreement for services rendered by the employees of the Responding Party pursuant to this Agreement. Employees of the Responding Party who are assigned, designated or ordered by proper authority to perform duties pursuant to this Agreement at the request of the Requesting Party 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 Responding Party's jurisdiction where the employees are regularly employed.
- b. **Worker's Compensation.** Each Party to this Agreement shall comply with workers compensation laws of the State of Texas without any cost to the other Party.
- c. **Employee Injuries.** All medical expenses, wage and disability payments, pension payments, damage to equipment and clothing shall be paid by the Party by which the employee in question is regularly employed.

- 9. **Administration.** It is agreed by each of the Parties that for the purpose of liaison and administration, the Police Chief of the respective Party shall be responsible for serving as a liaison and for the purpose of administration of this Agreement on behalf of the Party with whom each Police Chief is employed.

10. **Miscellaneous.**

- a. **Notices.** Any notices or other communication required to be provided to a Party in this Agreement shall be in writing, addressed as provided hereinafter to the Party

to whom the notice or other communication is given, and shall be either (i) delivered personally (hand-delivered), (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given when received if delivered personally; 72 hours after deposit in the United States mail if sent by mail; and twenty-four (24) hours after deposit if sent by Federal Express or other nationally recognized carrier to be delivered overnight. Addresses for notices and/or other communications are as follows:

To Everman:

City of Everman, Texas
212 N. Race Street
Everman, Texas 76140
Attn: Police Chief

To Fort Worth:

City of Fort Worth, Texas

Fort Worth, Texas 76102
Attn: Police Chief

With Copy to:

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

With Copy to:

- b. **Governing Law, Venue.** This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Texas, without regard to choice of laws rules of any jurisdiction. Any and all suits, actions or legal proceedings between the Parties relating to this Agreement shall be maintained in the state courts of Tarrant County, Texas, which courts shall have exclusive jurisdiction for such purpose.

- c. **Relationship.** It is understood and agreed that the relationship between the Parties described in this Agreement is contractual in nature between independent Parties and does not constitute, and shall not be construed, as creating a partnership or joint venture relationship between the Parties. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any individual or entity that is not a signatory hereto.

- d. **Entire Agreement.** This Agreement represents the entire agreement between the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

- e. **Amendment.** This Agreement may only be amended by written agreement of the Parties.
- f. **Headings; “Includes.”** The section and subsection headings contained herein are for convenience only, shall not be used in interpretation of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement. For purposes of this Agreement, “includes” and “including” are terms of enlargement and not of limitation or exclusive enumeration and use of the terms does not create a presumption that components not expressed are excluded.
- g. **Severability.** The sections, subsection, and all provisions and portions of this Agreement are severable, and if any section, subsection, or other provision or portion hereof is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws, such section, subsection, or other provision or portion shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable sections, subsection, or other provision or portion is not a part hereof, and the remaining sections, subsections, and other provisions and portions hereof shall remain in full force and effect.
- h. **Assignment.** No Party may assign, transfer, or otherwise convey this Agreement, or any of its rights, duties, or obligations hereunder without the written consent of the other Party.
- i. **Force Majeure.** No Party shall be liable to the other Parties for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Agreement due to causes beyond the Party’s control or because of applicable law, including, but not limited to, war, nuclear disaster, strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, floods, riots, rebellion, sabotage, terrorism, or any other circumstance for which a Party is not legally responsible or which is not reasonably within its power to control. The affected Party’s obligation shall be suspended during the continuance of the inability then claimed, but for no longer period. To the extent possible, the Party shall endeavor to remove or overcome the inability claimed with reasonable dispatch.
- j. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- k. **Authorized Signatories.** The person signing this Agreement on behalf of each Party has been properly authorized by the Parties’ respective governing body to sign this Agreement for that Party.
- l. **Payment with Current Funds.** Each Party represents that it will pay for the Party’s costs incurred in association with the Party’s provision of services pursuant to this Agreement from current funds available to the performing Party.

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

John D. Oliver, Asst. City Attorney

City of Fort Worth Signature Page

SIGNED AND AGREED this ____ day of _____, 2023.

CITY OF FORT WORTH

By: _____
David Cooke, City Manager

ATTEST

Jannette Goodall, City Secretary

APPROVED AS TO FORM

Leann Guzman, City Attorney

4865-7778-9043, v. 1

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

INTERLOCAL COOPERATION AGREEMENT
FOR POLICE MUTUAL AID

This **Interlocal Cooperation Agreement for Police Mutual Aid** (“**Agreement**”) is entered as of the Effective Date by and among the **City of Everman** (“**Everman**”), a Texas home rule municipality and the **City of Kennedale** (“**Kennedale**”), a Texas home rule municipality. Everman and Kennedale may be referred to hereafter collectively as “Parties” and separately as “Party.”

RECITALS

WHEREAS, it is the responsibility of the governments of Everman and Kennedale to ensure the public safety of their residents by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, Everman and Kennedale have determined it is to the mutual advantage and benefit of each Party to render police services to the other Party in the case of an emergency or when requested by a Requesting Party; and

WHEREAS, it is the desire of the Parties to enter into this Agreement for Mutual Aid pursuant to the provisions of Texas Government Code Chapter 791 (the Interlocal Cooperation Act) and contract pursuant thereto;

NOW, THEREFORE, for the mutual consideration hereinafter stated the Parties agree as follows:

AGREEMENT

1. **Definitions.** As used in this Agreement, the following words and phrases shall have the following meanings unless the context clearly indicates a different meaning:

Effective Date means the date on which this Agreement has been signed by authorized representatives of all of the Parties.

Emergency shall mean any occurrence, or threat thereof, which results in substantial injury or harm to the population, or damage to or loss of property.

District with respect to each Party means that Party’s incorporated city limits.

Mutual Aid shall have the meaning assigned to that phrase in Section 4, below.

Police Chief shall mean the person serving as Police Chief for each respective Party, and his or her authorized representative(s).

Requesting Party means the Party requesting Mutual Aid assistance under this Agreement.

Responding Party means the Party providing Mutual Aid assistance to a Requesting Party in response to a request made pursuant to this Agreement.

2. Term; Early Termination.

- a. Term.** The initial term of this Agreement shall begin on the Effective Date and end on September 30, 2024. The term of this Agreement shall be automatically extended for periods of one (1) year each beginning on October 1, 2024, and on each October 1st thereafter until terminated in accordance with this Agreement.
- b. No-Fault Termination.** In addition to such other means of termination set forth in this Agreement, any Party may terminate its participation in this Agreement at any time without cause by delivering written notice of termination to the other Party not later than ninety (90) days prior to the date of termination set forth in the notice.

3. Adequate Coverage for Own Jurisdiction. The Parties understand and acknowledge that each Party is responsible for providing adequate law enforcement coverage for its own Jurisdiction and that the foremost responsibility of each Party is to first ensure that the Party's law enforcement resources are devoted to providing adequate law enforcement services to its own residents. This Agreement shall not be construed as imposing an unconditional obligation on any Party to this Agreement to provide aid and assistance to a Requesting Party. When a Party is unable to honor a request for aid and assistance, the Party will immediately inform the Requesting Party that it will not be able to provide the requested Mutual Aid.

4. Mutual Aid. In the event a Party's Police Chief determines that an event, incident, emergency, or an eminent threat of emergency is such that the Party's available law enforcement resources will likely be inadequate to address the event, incident, or emergency (existing or threatened), the Police Chief of the Requesting Party shall notify the other Party. The Police Chief of the Responding Party shall evaluate the request and the Party's available resources and respond in a manner deemed appropriate. No Party shall be required to provide Mutual Aid unless it determines that it has sufficient resources to do so based on current or anticipated events within its own jurisdiction.

- a.** The Mutual Aid provided by the Responding Party may be recalled at the discretion of the Police Chief or of the Responding Party.
- b.** Officers of the Responding Party will work under their own supervisors and with their own equipment to the extent possible.
- c.** All general direction relative to the work will be given by the appropriate officers of the Requesting Party.

- e. Direction for the Responding Party's officers during regularly scheduled special events will be at the direction of the Requesting Party's designated Incident Commander.
- f. The Requesting Party will be responsible for arrests and detentions in the Requesting Party's Jurisdiction unless circumstances dictate otherwise.
- g. All follow-up investigations for all offenses will be conducted by the Requesting Party.
- h. If any police officer of a Responding Party responds to an Emergency or a Request within a Requesting Party's jurisdiction, the command authority shall be determined as follows:
 - i. The Requesting Party shall exercise command unless otherwise provided in Paragraph ii, below.
 - ii. If a police officer of a Responding Party is first on the scene, that officer shall assume command and secure the area, maintain the integrity of the crime scene, establish a perimeter, as required, and begin to gather victim and witness information until a police officer from the Requesting Party's department arrives on the scene. Upon arrival, the Requesting Party's police officer shall assume command of the scene. Once command is transferred, the Responding Party's police officer shall not remain on the scene unless requested to do so by the Requesting Party.

4. Authority of Responding Party's Officers.

- a. Police officers of a Responding Party shall exercise criminal law enforcement powers outside of the Responding Party's jurisdiction and within the jurisdiction of the Requesting Party to the same extent as police officers of the Requesting Party acting within the jurisdiction of the Requesting Party provided the police officers of the Responding Party are present in the Requesting Party's jurisdiction pursuant to a request from the Requesting Party.
- b. This Agreement shall not be construed as authorizing the police officers of the Responding Party to perform routine patrols in the jurisdiction of the Requesting Party or to conduct investigations therein unless said patrols or investigations are the subject of a Request for Mutual Aid.

5. Report Required. Whenever assistance is provided under the terms of this Agreement, the Responding Party shall be responsible for generating a report regarding the incident, if required, and shall provide a copy of the same to the Requesting Party.

6. Agency Policy and Procedures. When conducting law enforcement activities within the jurisdiction of a Requesting Party, including, but not limited to, the use of force, the officers

of the Responding Party shall adhere to the Responding Party's policies and procedures and use only those weapons and tactics for which said officers are qualified and authorized to use in accordance with the Responding Party's policies and procedures.

7. **Party Liability.**

- a. **Everman.** To the extent allowed by law, and without waiving any immunity (governmental, official, qualified, or otherwise) available to Everman or its employees under Texas or Federal law, or any other defenses Everman or its employees are able to assert under Texas or Federal law, Everman agrees to and accepts full responsibility for claims arising from or related to the negligent acts and/or omissions of Everman's officers, employees and agents that occur in association with providing the services to the other Parties pursuant to this Agreement.
- b. **Kennedale.** To the extent allowed by law, and without waiving any immunity (governmental, official, qualified, or otherwise) available to Kennedale or its employees under Texas or Federal law, or any other defenses Kennedale or its employees are able to assert under Texas or Federal law, Kennedale agrees to and accepts full responsibility for claims arising from or related to the negligent acts and/or omissions of Kennedale's officers, employees and agents that occur in association with providing the services to the other Parties pursuant to of this Agreement.
- c. **Joint Responsibility.** If a claim or liability shall arise from the joint or concurring negligence of the Parties, such shall be borne by the Parties comparatively in accordance with the laws of the State of Texas as determined by a final, non-appealable judgment of a court of competent jurisdiction or as agreed by the Parties.
- d. **Damage to Equipment.** All damages or repairs to any equipment or apparatus shall be the responsibility of the Party that owns such equipment or apparatus. In the event that damages to equipment or apparatus occurs during a natural disaster or a state of emergency, as declared by a local, state, or federal governing authority ("a Disaster"), for which state or federal aid or grants may be sought in order to compensate the Party for the damages incurred or resources expended in in relation to the Disaster:
 - i. Except as provided in paragraph ii, below, each Party shall be responsible for making application for funds to compensate the Party for said Party's own damages or resources used as the result of the Disaster; and
 - ii. If only one Party is authorized to make application for recovery of damages that occurred in relation to the Disaster, inclusive of damages incurred by both Parties, the Party making the application agrees to distribute to the other Party the funds awarded to the Party making the application for that portion of the claim relating to the other Parties' damages or resources used;

provided, however, if the award is made in lump sum to the Party that made the application without stating the items within the claim application to which the award applies, the Parties agree that the award will be shared proportionately on a percentage basis based on the value of the damages incurred and resources spent during the Disaster as it relates to the entire claim for which the original application was made.

- e. **No Waiver of Immunity.** Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed or construed to be a waiver or relinquishment of any immunity, defense, or tort limitation to which a Party or the Parties, their officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit. By entering this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any persons or entities who are not parties to this Agreement.

8. **Compensation.**

- a. **Employee Compensation.** A Requesting Party shall not be required to pay any compensation to the Responding Party under this Agreement for services rendered by the employees of the Responding Party pursuant to this Agreement. Employees of the Responding Party who are assigned, designated or ordered by proper authority to perform duties pursuant to this Agreement at the request of the Requesting Party 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 Responding Party's jurisdiction where the employees are regularly employed.
- b. **Worker's Compensation.** Each Party to this Agreement shall comply with workers compensation laws of the State of Texas without any cost to the other Party.
- c. **Employee Injuries.** All medical expenses, wage and disability payments, pension payments, damage to equipment and clothing shall be paid by the Party by which the employee in question is regularly employed.

- 9. **Administration.** It is agreed by each of the Parties that for the purpose of liaison and administration, the Police Chief of the respective Party shall be responsible for serving as a liaison and for the purpose of administration of this Agreement on behalf of the Party with whom each Police Chief is employed.

10. **Miscellaneous.**

- a. **Notices.** Any notices or other communication required to be provided to a Party in this Agreement shall be in writing, addressed as provided hereinafter to the Party

to whom the notice or other communication is given, and shall be either (i) delivered personally (hand-delivered), (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given when received if delivered personally; 72 hours after deposit in the United States mail if sent by mail; and twenty-four (24) hours after deposit if sent by Federal Express or other nationally recognized carrier to be delivered overnight. Addresses for notices and/or other communications are as follows:

To Everman:

City of Everman, Texas
212 N. Race Street
Everman, Texas 76140
Attn: Police Chief

To Kennedale:

City of Kennedale, Texas

Kennedale, Texas 76060
Attn: Police Chief

With Copy to:

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

With Copy to:

- b. **Governing Law, Venue.** This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Texas, without regard to choice of laws rules of any jurisdiction. Any and all suits, actions or legal proceedings between the Parties relating to this Agreement shall be maintained in the state courts of Tarrant County, Texas, which courts shall have exclusive jurisdiction for such purpose.

- c. **Relationship.** It is understood and agreed that the relationship between the Parties described in this Agreement is contractual in nature between independent Parties and does not constitute, and shall not be construed, as creating a partnership or joint venture relationship between the Parties. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any individual or entity that is not a signatory hereto.

- d. **Entire Agreement.** This Agreement represents the entire agreement between the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

- e. **Amendment.** This Agreement may only be amended by written agreement of the Parties.
- f. **Headings; “Includes.”** The section and subsection headings contained herein are for convenience only, shall not be used in interpretation of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement. For purposes of this Agreement, “includes” and “including” are terms of enlargement and not of limitation or exclusive enumeration and use of the terms does not create a presumption that components not expressed are excluded.
- g. **Severability.** The sections, subsection, and all provisions and portions of this Agreement are severable, and if any section, subsection, or other provision or portion hereof is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws, such section, subsection, or other provision or portion shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable sections, subsection, or other provision or portion is not a part hereof, and the remaining sections, subsections, and other provisions and portions hereof shall remain in full force and effect.
- h. **Assignment.** No Party may assign, transfer, or otherwise convey this Agreement, or any of its rights, duties, or obligations hereunder without the written consent of the other Party.
- i. **Force Majeure.** No Party shall be liable to the other Parties for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Agreement due to causes beyond the Party’s control or because of applicable law, including, but not limited to, war, nuclear disaster, strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, floods, riots, rebellion, sabotage, terrorism, or any other circumstance for which a Party is not legally responsible or which is not reasonably within its power to control. The affected Party’s obligation shall be suspended during the continuance of the inability then claimed, but for no longer period. To the extent possible, the Party shall endeavor to remove or overcome the inability claimed with reasonable dispatch.
- j. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- k. **Authorized Signatories.** The person signing this Agreement on behalf of each Party has been properly authorized by the Parties’ respective governing body to sign this Agreement for that Party.
- l. **Payment with Current Funds.** Each Party represents that it will pay for the Party’s costs incurred in association with the Party’s provision of services pursuant to this Agreement from current funds available to the performing Party.

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

John D. Oliver, Asst. City Attorney

City of Kennedale Signature Page

SIGNED AND AGREED this ____ day of _____, 2023.

CITY OF KENNEDALE

By: _____
Darrell Hull, City Manager

ATTEST

Raeanne Byington, City Secretary

APPROVED AS TO FORM

Carvan E. Adkins, City Attorney

4877-3004-1971, v. 1

STATE OF TEXAS §
 § INTERLOCAL COOPERATION AGREEMENT
COUNTY OF TARRANT § FOR POLICE MUTUAL AID

This **Interlocal Cooperation Agreement for Police Mutual Aid** (“**Agreement**”) is entered as of the Effective Date by and among the **City of Everman** (“**Everman**”), a Texas home rule municipality and the **City of Forest Hill** (“**Forest Hill**”), a Texas home rule municipality. Everman and Forest Hill may be referred to hereafter collectively as “Parties” and separately as “Party.”

RECITALS

WHEREAS, it is the responsibility of the governments of Everman and Forest Hill to ensure the public safety of their residents by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, Everman and Forest Hill have determined it is to the mutual advantage and benefit of each Party to render police services to the other Party in the case of an emergency or when requested by a Requesting Party; and

WHEREAS, it is the desire of the Parties to enter into this Agreement for Mutual Aid pursuant to the provisions of Texas Government Code Chapter 791 (the Interlocal Cooperation Act) and contract pursuant thereto;

NOW, THEREFORE, for the mutual consideration hereinafter stated the Parties agree as follows:

AGREEMENT

1. **Definitions.** As used in this Agreement, the following words and phrases shall have the following meanings unless the context clearly indicates a different meaning:

Effective Date means the date on which this Agreement has been signed by authorized representatives of all of the Parties.

Emergency shall mean any occurrence, or threat thereof, which results in substantial injury or harm to the population, or damage to or loss of property.

District with respect to each Party means that Party’s incorporated city limits.

Mutual Aid shall have the meaning assigned to that phrase in Section 4, below.

Police Chief shall mean the person serving as Police Chief for each respective Party, and his or her authorized representative(s).

Requesting Party means the Party requesting Mutual Aid assistance under this Agreement.

Responding Party means the Party providing Mutual Aid assistance to a Requesting Party in response to a request made pursuant to this Agreement.

2. Term; Early Termination.

- a. Term.** The initial term of this Agreement shall begin on the Effective Date and end on September 30, 2024. The term of this Agreement shall be automatically extended for periods of one (1) year each beginning on October 1, 2024, and on each October 1st thereafter until terminated in accordance with this Agreement.
- b. No-Fault Termination.** In addition to such other means of termination set forth in this Agreement, any Party may terminate its participation in this Agreement at any time without cause by delivering written notice of termination to the other Party not later than ninety (90) days prior to the date of termination set forth in the notice.

3. Adequate Coverage for Own Jurisdiction. The Parties understand and acknowledge that each Party is responsible for providing adequate law enforcement coverage for its own Jurisdiction and that the foremost responsibility of each Party is to first ensure that the Party's law enforcement resources are devoted to providing adequate law enforcement services to its own residents. The Parties have executed an additional interlocal cooperation agreement establishing and providing Everman with concurrent jurisdiction for police services within the corporate boundaries of Forest Hill. Neither that agreement for concurrent jurisdiction nor this Agreement shall not be construed as imposing an unconditional obligation on any Party to this Agreement to provide aid and assistance to a Requesting Party. When a Party is unable to honor a request for aid and assistance, the Party will immediately inform the Requesting Party that it will not be able to provide the requested Mutual Aid.

4. Mutual Aid. In the event a Party's Police Chief determines that an event, incident, emergency, or an eminent threat of emergency is such that the Party's available law enforcement resources will likely be inadequate to address the event, incident, or emergency (existing or threatened), the Police Chief of the Requesting Party shall notify the other Party. The Police Chief of the Responding Party shall evaluate the request and the Party's available resources and respond in a manner deemed appropriate. No Party shall be required to provide Mutual Aid unless it determines that it has sufficient resources to do so based on current or anticipated events within its own jurisdiction.

- a.** The Mutual Aid provided by the Responding Party may be recalled at the discretion of the Police Chief or of the Responding Party.
- b.** Officers of the Responding Party will work under their own supervisors and with their own equipment to the extent possible.
- c.** All general direction relative to the work will be given by the appropriate officers of the Requesting Party.

- e. Direction for the Responding Party's officers during regularly scheduled special events will be at the direction of the Requesting Party's designated Incident Commander.
- f. The Requesting Party will be responsible for arrests and detentions in the Requesting Party's Jurisdiction unless circumstances dictate otherwise.
- g. All follow-up investigations for all offenses will be conducted by the Requesting Party.
- h. If any police officer of a Responding Party responds to an Emergency or a Request within a Requesting Party's jurisdiction, the command authority shall be determined as follows:
 - i. The Requesting Party shall exercise command unless otherwise provided in Paragraph ii, below.
 - ii. If a police officer of a Responding Party is first on the scene, that officer shall assume command and secure the area, maintain the integrity of the crime scene, establish a perimeter, as required, and begin to gather victim and witness information until a police officer from the Requesting Party's department arrives on the scene. Upon arrival, the Requesting Party's police officer shall assume command of the scene. Once command is transferred, the Responding Party's police officer shall not remain on the scene unless requested to do so by the Requesting Party.

4. Authority of Responding Party's Officers.

- a. Police officers of a Responding Party shall exercise criminal law enforcement powers outside of the Responding Party's jurisdiction and within the jurisdiction of the Requesting Party to the same extent as police officers of the Requesting Party acting within the jurisdiction of the Requesting Party provided the police officers of the Responding Party are present in the Requesting Party's jurisdiction pursuant to a request from the Requesting Party.
- b. This Agreement shall not be construed as authorizing the police officers of the Responding Party to perform routine patrols in the jurisdiction of the Requesting Party or to conduct investigations therein unless said patrols or investigations are the subject of a Request for Mutual Aid.

5. Report Required. Whenever assistance is provided under the terms of this Agreement, the Responding Party shall be responsible for generating a report regarding the incident, if required, and shall provide a copy of the same to the Requesting Party.

6. **Agency Policy and Procedures.** When conducting law enforcement activities within the jurisdiction of a Requesting Party, including, but not limited to, the use of force, the officers of the Responding Party shall adhere to the Responding Party's policies and procedures and use only those weapons and tactics for which said officers are qualified and authorized to use in accordance with the Responding Party's policies and procedures.

7. **Party Liability.**

- a. **Everman.** To the extent allowed by law, and without waiving any immunity (governmental, official, qualified, or otherwise) available to Everman or its employees under Texas or Federal law, or any other defenses Everman or its employees are able to assert under Texas or Federal law, Everman agrees to and accepts full responsibility for claims arising from or related to the negligent acts and/or omissions of Everman's officers, employees and agents that occur in association with providing the services to the other Parties pursuant to this Agreement.
- b. **Forest Hill.** To the extent allowed by law, and without waiving any immunity (governmental, official, qualified, or otherwise) available to Forest Hill or its employees under Texas or Federal law, or any other defenses Forest Hill or its employees are able to assert under Texas or Federal law, Forest Hill agrees to and accepts full responsibility for claims arising from or related to the negligent acts and/or omissions of Forest Hill's officers, employees and agents that occur in association with providing the services to the other Parties pursuant to of this Agreement.
- c. **Joint Responsibility.** If a claim or liability shall arise from the joint or concurring negligence of the Parties, such shall be borne by the Parties comparatively in accordance with the laws of the State of Texas as determined by a final, non-appealable judgment of a court of competent jurisdiction or as agreed by the Parties.
- d. **Damage to Equipment.** All damages or repairs to any equipment or apparatus shall be the responsibility of the Party that owns such equipment or apparatus. In the event that damages to equipment or apparatus occurs during a natural disaster or a state of emergency, as declared by a local, state, or federal governing authority ("a Disaster"), for which state or federal aid or grants may be sought in order to compensate the Party for the damages incurred or resources expended in in relation to the Disaster:
 - i. Except as provided in paragraph ii, below, each Party shall be responsible for making application for funds to compensate the Party for said Party's own damages or resources used as the result of the Disaster; and
 - ii. If only one Party is authorized to make application for recovery of damages that occurred in relation to the Disaster, inclusive of damages incurred by both Parties, the Party making the application agrees to distribute to the

other Party the funds awarded to the Party making the application for that portion of the claim relating to the other Parties' damages or resources used; provided, however, if the award is made in lump sum to the Party that made the application without stating the items within the claim application to which the award applies, the Parties agree that the award will be shared proportionately on a percentage basis based on the value of the damages incurred and resources spent during the Disaster as it relates to the entire claim for which the original application was made.

- e. **No Waiver of Immunity.** Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed or construed to be a waiver or relinquishment of any immunity, defense, or tort limitation to which a Party or the Parties, their officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit. By entering this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any persons or entities who are not parties to this Agreement.

8. **Compensation.**

- a. **Employee Compensation.** A Requesting Party shall not be required to pay any compensation to the Responding Party under this Agreement for services rendered by the employees of the Responding Party pursuant to this Agreement. Employees of the Responding Party who are assigned, designated or ordered by proper authority to perform duties pursuant to this Agreement at the request of the Requesting Party 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 Responding Party's jurisdiction where the employees are regularly employed.
- b. **Worker's Compensation.** Each Party to this Agreement shall comply with workers compensation laws of the State of Texas without any cost to the other Party.
- c. **Employee Injuries.** All medical expenses, wage and disability payments, pension payments, damage to equipment and clothing shall be paid by the Party by which the employee in question is regularly employed.

- 9. **Administration.** It is agreed by each of the Parties that for the purpose of liaison and administration, the Police Chief of the respective Party shall be responsible for serving as a liaison and for the purpose of administration of this Agreement on behalf of the Party with whom each Police Chief is employed.

10. **Miscellaneous.**

- a. **Notices.** Any notices or other communication required to be provided to a Party in this Agreement shall be in writing, addressed as provided hereinafter to the Party to whom the notice or other communication is given, and shall be either (i) delivered personally (hand-delivered), (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given when received if delivered personally; 72 hours after deposit in the United States mail if sent by mail; and twenty-four (24) hours after deposit if sent by Federal Express or other nationally recognized carrier to be delivered overnight. Addresses for notices and/or other communications are as follows:

To Everman:

City of Everman, Texas
212 N. Race Street
Everman, Texas 76140
Attn: Police Chief

To Forest Hill:

City of Forest Hill, Texas
_3219 E. California Parkway
Forest Hill, Texas 76119
Attn: Police Chief

- b. **Governing Law, Venue.** This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Texas, without regard to choice of laws rules of any jurisdiction. Any and all suits, actions or legal proceedings between the Parties relating to this Agreement shall be maintained in the state courts of Tarrant County, Texas, which courts shall have exclusive jurisdiction for such purpose.
- c. **Relationship.** It is understood and agreed that the relationship between the Parties described in this Agreement is contractual in nature between independent Parties and does not constitute, and shall not be construed, as creating a partnership or joint venture relationship between the Parties. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any individual or entity that is not a signatory hereto.
- d. **Entire Agreement.** This Agreement represents the entire agreement between the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.
- e. **Amendment.** This Agreement may only be amended by written agreement of the Parties.
- f. **Headings; “Includes.”** The section and subsection headings contained herein are for convenience only, shall not be used in interpretation of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement. For

purposes of this Agreement, “includes” and “including” are terms of enlargement and not of limitation or exclusive enumeration and use of the terms does not create a presumption that components not expressed are excluded.

- g. **Severability.** The sections, subsection, and all provisions and portions of this Agreement are severable, and if any section, subsection, or other provision or portion hereof is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws, such section, subsection, or other provision or portion shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable sections, subsection, or other provision or portion is not a part hereof, and the remaining sections, subsections, and other provisions and portions hereof shall remain in full force and effect.
- h. **Assignment.** No Party may assign, transfer, or otherwise convey this Agreement, or any of its rights, duties, or obligations hereunder without the written consent of the other Party.
- i. **Force Majeure.** No Party shall be liable to the other Parties for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Agreement due to causes beyond the Party’s control or because of applicable law, including, but not limited to, war, nuclear disaster, strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, floods, riots, rebellion, sabotage, terrorism, or any other circumstance for which a Party is not legally responsible or which is not reasonably within its power to control. The affected Party’s obligation shall be suspended during the continuance of the inability then claimed, but for no longer period. To the extent possible, the Party shall endeavor to remove or overcome the inability claimed with reasonable dispatch.
- j. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- k. **Authorized Signatories.** The person signing this Agreement on behalf of each Party has been properly authorized by the Parties’ respective governing body to sign this Agreement for that Party.
- l. **Payment with Current Funds.** Each Party represents that it will pay for the Party’s costs incurred in association with the Party’s provision of services pursuant to this Agreement from current funds available to the performing Party.

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

John D. Oliver, 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

4892-9976-4851, v. 1