

STATE OF TEXAS

COUNTY OF WISE

**INTERLOCAL AGREEMENT BETWEEN WISE COUNTY AND THE CITY OF
NEWARK FOR ADDITIONAL LAW ENFORCEMENT PROTECTION.**

This agreement is made between Wise County (the "County") and the City of Newark, Texas (the "City") pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

RECITALS

1. The purpose of this Agreement is to provide expanded law enforcement protection within the city limits of Newark, Texas by allowing off-duty deputy sheriff(s) from the Wise County Sheriff's Department to work part time in and for the City of Newark at the sole expense of the City (the "Resident Deputy").
2. This Agreement is made under the authority of Chapter 791, Texas Government Code.
3. Each governing body performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party.
4. Each governing body finds that the subject of this Agreement is necessary to the benefit of the public and that each has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement.
5. Each governmental body finds that the performance of this Agreement is in the common interest of both parties and that the division of cost fairly compensates the performing party for those services or functions under this Agreement.

SECTION 1. TERM/TERMINATION

This Agreement shall be for an initial term of twelve (12) months commencing on October 1, 2010 and ending September 30, 2011. It is expressly agreed and understood between the Parties to this Agreement that this contract will automatically be renewed for an additional year, October 1, of each year, unless either party shall give written notice of intent to terminate this Contract and Agreement at least 60 days prior to the annual termination or renewal date. The contract may be unilaterally terminated by either Party on the annual renewal date if written notice is timely given. The Contract may also be terminated for cause in the event that either party materially breaches the terms of this Agreement. Notwithstanding this one year term, this Agreement shall automatically expire if all approved deputies (as described below) are no longer

employed by the Wise County Sheriff's Office and/or are no longer in good standing with the Wise County Sheriff's Office.

SECTION 2. OBLIGATIONS OF COUNTY

- A. The County, by and through its Sheriff's Department, hereby agrees to allow the City to contract with deputy sheriffs who have been approved by the Wise County Sheriff (or his designee) for part time law enforcement duty in the City, subject to the terms and conditions of this Agreement. The Wise County Sheriff's Department agrees to forward approved deputy sheriff applicants to the City for interviews.
- B. The Sheriff's Department agrees to provide any support services needed for the Resident Deputy, including uniforms, a vehicle designated by the Sheriff's Department, and related expenses.

SECTION 3. OBLIGATIONS OF CITY

- A. The City will be solely responsible for all compensation to the Resident Deputy for services provided by the Resident Deputy under this Agreement and any agreement the City may have with the Resident Deputy.
- B. The City agrees to enter into a written agreement with the Resident Deputy establishing, the hourly rate, bonuses, if any, the total monthly hours of City patrol expected (which shall not exceed thirty (30) hours per week), whether the City expects the Resident Deputy to enforce municipal ordinances, what type of traffic enforcement is expected, and any other clarifications needed by either party. Wise County must pre-approve all such contracts prior to execution.
- C. As a part of the consideration for the Agreement, the City agrees to indemnify and hold harmless Wise County, Texas, Wise County Sheriff, Wise County Sheriff's Department, and/or its assigns, from any and all claims, loss damage or expense incurred or may be incurred by reason of the Resident Deputy performing duties of a law enforcement in and for the City during the hours the Resident Deputy is performing duties for the City, but not at any time the Resident Deputy is on duty for the Wise County Sheriff's Department.

SECTION 4. MUTUAL AGREEMENTS

- A. It is agreed and understood that during the hours the off-duty Resident Deputy is performing service for the City, the primary area of operation and responsibility for the Resident Deputy shall be the City. It is recognized and acknowledged by the City that all Wise County deputy sheriffs are on call at all times by and for the Wise County Sheriff, and depending upon the situation existing at any particular time, the Resident Deputy may be required to be called into service for areas of the County at the sole discretion of the Wise County Sheriff or his designee.

- B. Upon request, the City shall be provided access to information related to the Resident Deputy services provided under this Agreement, including but not limited to law enforcement activity reports and statistics for the purpose of providing the City performance measures relating to the service provided in accordance with this Agreement.
- C. This Agreement is made with the consent and cooperation of the Sheriff of Wise County, Texas as evidence by his signature hereto.

Approved by the City Council for the City of Newark, Texas, in its meeting held on the 21 day of APRIL, 2010, and executed by its authorized representative.

City of Newark, Texas

By: [Signature]
Mayor

Attest:

By: Diane Rason
City Secretary



Approved by the Commissioners' Court for the Wise County, Texas in its meeting held on the 16th day of MAY, 2010, and executed by its authorized representative.

[Signature]

Wise County, Texas
By: [Signature]
County Judge



Attest
By: [Signature]
County Clerk

Approved as to form and substance by the Wise County Sheriff:

By: [Signature]
Wise County Sheriff

5-18-2011
Date