

**INTER-LOCAL AGREEMENT  
FOR  
CITY OF PARADISE POLICE PROTECTION**

**STATE OF TEXAS**

**WISE COUNTY**

**FY 2020-2021**

**THIS AGREEMENT** is made and entered into by and between the CITY OF PARADISE, TEXAS (hereinafter referred to as "CITY"), and WISE COUNTY on behalf of the Wise County Sheriff's Office, (hereinafter referred to as "COUNTY" and "SHERIFF").

**RECITALS**

**WHEREAS**, Chapter 791 of the TEXAS GOVERNMENT CODE, also known as the INTERLOCAL COOPERATION ACT, authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested, such as police protection and public health and welfare; and

**WHEREAS**, The CITY is organized under the laws of Texas and is authorized to enter into this agreement pursuant to its CITY CHARTER; and

**WHEREAS**, the COUNTY is duly organized and functioning in accordance with the laws of the State of Texas; and

**WHEREAS**, CITY and COUNTY represent that each is independently authorized to perform the functions contemplated by this Agreement; and

**WHEREAS**, the CITY currently has a need for Police Protection and is not equipped to render such services; and

**WHEREAS**, the COUNTY can provide the CITY with the requested service for the public purpose of police protection within the CITY LIMITS through the SHERIFF; and

**WHEREAS**, each party has sufficient funds available from current revenues to perform the function contemplated by this Agreement; and

**NOW, THEREFORE** in consideration of the above recitals, mutual benefits and promises each to the other made herein, the parties named above do hereby agree as follows:

### **SHERIFF'S OBLIGATIONS**

1. A Deputy Sheriff can, under this contract, work for the CITY to provide police protection. The Deputy shall be a duly licensed police officer in the State of Texas and will be able to perform normal law enforcement duties within the CITY.
2. It is agreed and understood that, although the primary area of operation and responsibility shall be the CITY and the immediate vicinity surrounding the CITY, the Deputy Sheriff shall respond to any and all calls as may be designated by the COUNTY, it being recognized that the Deputy Sheriff is on call with the COUNTY at all times, and depending upon the situation existing at any particular time, such that the Deputy Sheriff may be required to be called into service for other parts of the COUNTY.

### **CITY'S OBLIGATIONS**

It is agreed and understood that in allowing the Deputy Sheriff to work during off-duty hours, on and for the CITY that said CITY will pay all remuneration at a rate agreed upon by the parties.

### **NOTICE OF NONAPPROPRIATION**

If, for any fiscal year, a party to this agreement fail to appropriate funds in amounts sufficient to pay or perform its obligations under this Agreement, such party shall promptly give

notice of the nonappropriation of funds. The Party shall make a reasonable effort to ensure that funds are appropriated to fully carry out its obligations as set forth in this Agreement. The Party shall endeavor to provide the other party thirty (30) days notice of its intent not to appropriate the necessary funds for its performance of obligations under this Agreement.

#### **DEFAULT**

In the event the CITY fails to pay all costs set forth above or perform its obligation set forth herein, the COUNTY shall give the CITY a thirty (30) day written notice of default with an opportunity to cure such default within that time period. If CITY fails to cure such default during the stated period, the Agreement shall terminate and CITY shall assume responsibility for its own law enforcement. In the event the SHERIFF fails to perform its services under this agreement, the CITY has all available options to terminate this Agreement.

#### **TERM AND RENEWAL TERMS**

The effective date of this agreement shall be the date that both parties have signed within the 2019-2020 fiscal year and this contract shall expire at midnight of September 30, 2020.

The fiscal year of the County is from October 1 through September 30 of the next calendar year. Therefore, the contract will renew annually every October 1, unless terminated by the parties.

#### **TERMINATION**

**A. By Mutual Agreement:** This Agreement may be terminated by mutual agreement of the CITY and the COUNTY, as evidenced by a written termination agreement.

**B. By Either party:** This agreement may be terminated at any time for convenience or fault upon thirty (30) days written notice to the other party.

## **GENERAL APPORTIONMENT OF RESPONSIBILITY AND IMMUNITY**

**In the event of joint or concurrent negligence of the parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waving any governmental immunity available to either party individually under State law. The CITY shall be responsible for its sole negligence. The COUNTY shall be responsible for its sole negligence. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person.**

## **INDEPENDENT CONTRACTOR**

The SHERIFF shall be responsible for the services contemplated under this Agreement. The COUNTY shall supply all materials, equipment, tools, transportation, and labor required for or reasonably incidental to the performance of the Agreement. The SHERIFF shall have ultimate control over the execution of the work under this Agreement. The SHERIFF shall have the sole obligation to employ, direct control, supervise, manage, discharge and compensate all of his employees.

## **GENERAL PROVISIONS**

- A. **Severability Clause.** The Parties intend for the various provisions of this Agreement to be severable so the invalidity, if any, of one or more sections of this Agreement shall not affect the validity of the remaining provisions of the Agreement.
- B. **Counterparts.** This document may be executed in any number of original signature counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document.
- C. **Authority of Signatories.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

- D. **Governing Law.** This Agreement shall be interpreted in accordance with the laws of the State of Texas and proper Wise County is the proper venue for any action regarding this contract.
- E. **Entire Agreement.** This Agreement represents the entire agreement of the parties and supersedes any prior verbal or written representations of, to or by the parties to each other.
- F. **Modification.** If the Parties desire to modify this Agreement during or after the initial term, any modifications may be either incorporated herein by a written amendment or set forth in an entirely new written agreement.

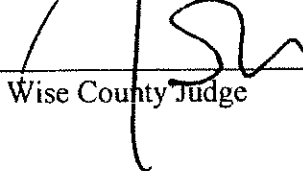
**APPROVED** by the City Council of the City of Paradise, Texas in a meeting held on the 27 day of July, 2020, and executed by the Mayor pursuant to a resolution of the City Council.

City of Paradise, Texas


By:   
Mayor

**APPROVED** by the Commissioners' Court of Wise County, Texas in a meeting held on the 27 day of July, 2020, and executed by the County Judge pursuant to resolution of the Commissioners' Court.

County of Wise, Texas

By:   
Wise County Judge

**APPROVED** by the Wise County Sheriff

By:   
Wise County Sheriff