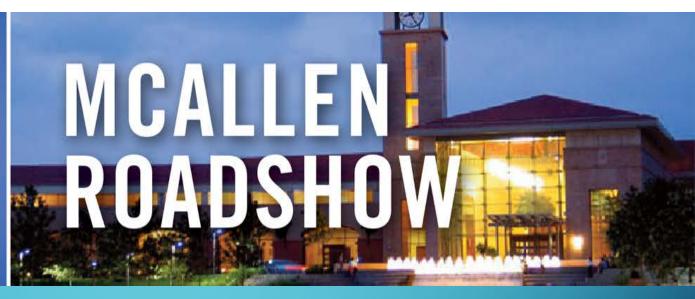


BE AN UNCOMMON LEADER.



**Government Law Section** 



### **INTERLOCAL AGREEMENTS**

AN OVERVIEW OF THE INTERLOCAL COOPERATION ACT CHAPTER 791 OF THE TEXAS LOCAL GOVERNMENT CODE PREPARED BY JOHN C. GRACE ASSISTANT CITY ATTORNEY CITY OF LUBBOCK PRESENTED BY RAY RIKE, ASSISTANT COUNTY ATTORNEY ELLIS COUNTY, TEXAS

#### KNOWN BY MANY DIFFERENT NAMES:

- MOU
- LETTER AGREEMENT
- MUTUAL AID AGREEMENT
- JOINT OPERATION PLAN
- COOPERATION AGREEMENT

A CONTRACTUAL AGREEMENT BETWEEN TWO OR MORE GOVERNMENTAL ENTITIES.

GOVERNED BY CHAPTER 791 OF THE TEXAS GOVERNMENT CODE

"THE INTERLOCAL COOPERATION ACT."

#### MEMORANDUM OF UNDERSTANDING

TO: CHIEF BASS HOLE LAKE PD

FROM: CHIEF LPD

DATE: \_\_\_\_\_

UNTIL FURTHER NOTICE, BASS HOLE LAKE PD IS HEREBY AUTHORIZED TO USE THE LPD COMMUNICATIONS (RADIO) SYSTEM IN ACCORDANCE WITH LPD'S CURRENT POLICIES AND PROCEDURES.

CHIEF OF POLICE, LPD

CHIEF OF POLICE, BHL

STATUTORY REQUIREMENTS:

- 1. AUTHORIZED BY GOVERNING BODY
- 2. PURPOSE, TERMS, RIGHTS, AND DUTIES
- 3. "EACH PARTY PAYING FOR THE PERFORMANCE OF GOVERNMENTAL FUNCTIONS OR SERVICES MUST MAKE THOSE PAYMENTS FROM CURRENT REVENUES."

OTHER REQUIREMENTS:

- 1. AUTHORIZED TO PERFORM THE FUNCTIONS OR SERVICES CONTEMPLATED BY THE AGREEMENT
- 2. PARTIES MUST BE FAIRLY COMPENSATED

#### **OPTIONAL PROVISIONS:**

- DISPUTE RESOLUTION
  - DISPUTE RESOLUTION AGREEMENT
  - TERMINATION CLAUSE
  - COMPLETED AT THE OUTSET

#### **OPTIONAL PROVISIONS:**

- VENUE AND CHOICE OF LAW
- CREATION OF AN ADMINISTRATIVE AGENCY

#### GENERAL TERMS FOR MOST GOVERNMENT CONTRACTS:

- NO JOINT ENTERPRISE
- PRESERVATION OF IMMUNITIES
- NO INDEMNIFICATION
- NOTICES
- TERMINATION

#### GENERAL TERMS FOR MOST GOVERNMENT CONTRACTS:

- RENEWAL
  - "EVERGREEN" CLAUSE
  - CONTRACTUAL RENEWAL PROVISION
  - RENEWAL BY MUTUAL AGREEMENT
  - AMENDMENTS

#### MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT IS ENTERED INTO IN ACCORDANCE WITH THE PROVISIONS OF THE INTERLOCAL COOPERATION ACT (CHAPTER 791 OF THE TEXAS GOVERNMENT CODE) BY THE CITY OF LUBBOCK, TEXAS, ON BEHALF OF ITS POLICE DEPARTMENT (HEREAFTER "CITY"), AND THE LUBBOCK COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER 2, ON BEHALF OF THE BASS HOLE LAKE POLICE DEPARTMENT (HEREAFTER "LAKE".)

**PURPOSE:** THE PURPOSE OF THIS INTERLOCAL AGREEMENT IS TO PROVIDE FOR RADIO COMMUNICATIONS BETWEEN THE OFFICERS OF THE LAKE'S POLICE OFFICERS AND BETWEEN THE LAKE'S POLICE OFFICERS AND OFFICERS OF THE LUBBOCK POLICE DEPARTMENT.

TERMS: LAKE WILL COMPLY WITH THE POLICIES AND PROCEDURES FOR USE OF THE CITY'S COMMUNICATIONS SYSTEM, AS SET FORTH IN THE POLICIES AND PROCEDURES OF THE LUBBOCK POLICE DEPARTMENT RADIO COMMUNICATIONS MANUAL (2016), ATTACHED HERETO AS EXHIBIT A.

**RIGHTS:** LAKE SHALL BE ENTITLED TO USE THE CITY'S RADIO COMMUNICATION FREQUENCIES AS A SUB-LICENSEE AND SHALL BE PERMITTED TO TRANSMIT AND RECEIVE OFFICIAL LAW ENFORCEMENT VOICE AND DATA COMMUNICATIONS.

DUTIES: CITY SHALL MAKE AVAILABLE TO THE LAKE ACCESS TO THE CITY'S RADIO COMMUNICATION FREQUENCIES AND SHALL ASSIST THE LAKE IN PROGRAMMING THE LAKE'S COMMUNICATION EQUIPMENT SO THAT IT IS CAPABLE OF TRANSMITTING AND RECEIVING ON THE CITY'S RADIO FREQUENCIES. CITY SHALL NOT BE RESPONSIBLE FOR ACQUISITION, INSTALLATION, PROGRAMMING OR MAINTENANCE OF THE LAKE'S COMMUNICATION EQUIPMENT.

FUNDING: EACH PARTY PAYING FOR THE PERFORMANCE OF GOVERNMENTAL FUNCTIONS OR SERVICES MUST MAKE THOSE PAYMENTS FROM CURRENT REVENUES.

NOTICES: NOTICES TO THE CITY SHALL BE BY SERVING THE CITY SECRETARY, POB 2000, LUBBOCK, TX 79457, WITH A COPY TO THE LUBBOCK CHIEF OF POLICE; AND TO THE LAKE BY SERVING THE SECRETARY OF THE LUBBOCK COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER 2, POB 1234, VILLAGE OF BASS HOLE LAKE, LUBBOCK, TX 79401, WITH A COPY TO THE BASS HOLE LAKE CHIEF OF POLICE.

NO JOINT VENTURE: THIS AGREEMENT IS NOT INTENDED TO, AND SHALL NOT BE CONSTRUED TO CREATE ANY JOINT ENTERPRISE BETWEEN THE PARTIES.

AGREED ON , 2016.

MAYOR, CITY OF LUBBOCK

CHAIR OF THE BOARD, LUBBOCK COUNTY WATER CONTROL &IMPROVEMENT DISTRICT NUMBER 2

ATTACHMENT: EXHIBIT A (LUBBOCK POLICE DEPARTMENT RADIO COMMUNICATIONS MANUAL (2016))

DEALING WITH BUREAUCRACIES

- SOMETIMES...YOU HAVE TO SAY NO.
- REVISE THE CONTRACT, APPROVE IT, AND SEND IT IN (AS A COUNTER-OFFER.)
- REMEMBER...BOTH SIDES HAVE TO BE GETTING SOMETHING "FAIR"

- SECTION 791.006
- LIABILITY IN FIRE PROTECTION CONTRACT FOR PROVISION OF LAW ENFORCEMENT SERVICES

- SECTIONS 791.021-.036
  - CORRECTION, JAIL, & CRIMINAL JUSTICE FACILITIES
  - PURCHASING
  - WATER & WASTE WATER FACILITIES
  - EMERGENCY ASSISTANCE
  - ROAD CONSTRUCTION

- SECTIONS 791.021-.036
  - REGIONAL RECORDS FACILITIES
  - HEALTH CARE & HOSPITAL SERVICES
  - TRANSPORTATION INFRASTRUCTURE
  - MUNICIPAL STREET REPAIR
  - MAINTENANCE OF STATE HIGHWAYS

- SECTIONS 791.021-.036
- RELIEF HIGHWAY AROUND CERTAIN MUNICIPALITIES (WITH NUCLEAR WASTE FACILITIES)
- HIGHER EDUCATION OR UNIVERSITY CONTRACTS
- TRAFFIC REGULATION IN SPECIAL DISTRICTS

### APPENDIX A - AMENDMENT TO AGREEMENT

**CLARIFIES PARTIES** 

FUNDING STATEMENT

VENUE AND APPLICABLE LAW

PUBLIC INFORMATION

NO THIRD-PARTY BENEFICIARIES

NO PERSONAL LIABILITY

NO JOINT ENTERPRISE

NO INDEMNIFICATION

SOVEREIGN IMMUNITY ACKNOWLEDGED AND RETAINED