

follow-through prosecution duties regarding fires or explosions of suspicious origin or unknown causes within the requesting jurisdiction. While engaged in such activities, employees of the responding party shall be under the rules of the requesting party and the direction and supervision of the requesting party's officer in charge of the investigation. The availability of a party's officers shall be determined by the responding party.

IV.

While any responding party investigative officer is in the service of the requesting party, he or she shall be considered an investigative officer of the requesting member and be under the command of the requesting party's department head or the department head's designee, with all the powers of a regular investigative officer of the requesting party, as fully as though he or she were within the territorial limits of the governmental entity where he or she is regularly employed and his or her qualifications, respectively, in the job position for the local governmental entity by which he or she is regularly employed, shall constitute his or her qualifications for the position within the territorial limits of the requesting member, and no other oath, bond, or compensation need be made. Certifications and qualifications should be subject to audit at any time by any member of the task force. If the member is a licensed peace officer, proof of weapons qualifications should be maintained.

V.

In performing duties under this agreement, each party will comply with all necessary federal, state and local laws, regulations and ordinances, including those relating to disposal of property acquired from grant funds.

VI.

The party regularly employing the investigative officer shall pay all wages and disability payments, pension payments and payments for damages to equipment and clothing of that officer while he or she is involved in activities pursuant to this Agreement the same as though the services had been rendered within the jurisdiction wherein the investigative officer is regularly employed. The requesting party shall have no obligation to reimburse the responding party for such costs unless reimbursement is required under the Local Government Code § 362.003(c).

VII.

Any request for assistance under this Agreement shall include a statement of the amount and type of equipment and number of personnel requested and shall specify the location to which the equipment and personnel requested are to be dispatched, but the amount and type of equipment and number of personnel to be furnished shall be determined by the responding party's department head or department head's designee.

VIII.

The department head of the responding party, or department head's designee, in his or her sole discretion, may at any time withdraw his or her personnel or equipment or discontinue participation in any activity initiated pursuant to this Agreement.

IX.

A party to this Agreement may unilaterally terminate its participation in this Agreement only after providing not less than ninety (90) days' written notice of termination to the other parties. This Agreement may be terminated at any time by the written mutual agreement of the Parties.

X.

In the event that any person performing services pursuant to this Agreement shall be cited as a party to a state or federal civil lawsuit arising out of the performance of those services, that person shall be entitled to the same benefits that he or she would be entitled to receive if such civil action had arisen out of the performance of his or her duties as a member of the department where he or she is regularly employed and in the jurisdiction of the party by which that person is regularly employed.

XI.

Each Party waives all claims against the other Parties hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except (i) as otherwise expressly set forth herein, or (ii) to the extent caused by the gross negligence or intentional wrongdoing of an officer, employee, or agent of another Party. No provision hereof will be construed as a waiver, relinquishment, or limitation upon any immunity or defense that would otherwise be available to a Party, its officers, employees or agents, all such rights and defenses being expressly retained.

XII.

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 it against claims arising in the exercise of governmental powers and functions. Third party claims against members shall be governed by the Texas Tort Claims Act or other appropriate state statutes, municipal ordinances or laws of the State of Texas or any political subdivision thereof.

XIII.

This agreement and any of its terms and provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas.

XIV.

In the event that any portion of this agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

XV.

This Agreement may be amended or modified only by the mutual agreement of the Parties hereto in writing to be attached to and incorporated into this Agreement.

XVI.

This Agreement may be signed in multiple counterparts and shall be binding on the Parties when duly authorized by the governing bodies of such Parties and such Parties' duly authorized representatives and delivered to the Centex Fire and Arson Task Force Coordinator.

XVII.

This Agreement contains all commitments and agreements of the Parties, and oral or written commitments not contained herein shall have no force or effect to alter any term or condition of this Agreement.

XVIII.

The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have all necessary authority to execute this Agreement on behalf of the parties, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective upon execution and dating by all of the Parties.

City of Temple, Texas

Approved as to Form

Brynn Myers, City Manager

City Attorney's Office

Date: _____

City of Harker Heights, Texas

DocuSigned by:

David Mitchell, City Manager

David Mitchell, City Manager

Date: 6/17/2020 | 5:02 PM CDT

City of Killeen, Texas

Kent Cagle, City Manager

Date: _____

City of Belton, Texas

Sam Listi, City Manager

Date: _____

City of Copperas Cove, Texas

Ryan Haverlah, City Manager

Date: _____

Bell County, Texas

David Blackburn, County Judge

Date: _____

County of Coryell, Texas

Roger A. Miller, County Judge

Date: _____

City of Harker Heights, Texas

David Mitchell, City Manager

Date: _____

City of Killeen, Texas

Kent Cagle, City Manager

Date: _____

City of Belton, Texas

DocuSigned by:
Sam A. Listi, City Manager

15708955D38E45C...
Sam Listi, City Manager

Date: 6/25/2020 | 11:22 AM CDT

City of Copperas Cove, Texas

Ryan Haverlah, City Manager

Date: _____

Bell County, Texas

David Blackburn, County Judge

Date: _____

County of Coryell, Texas

Roger A. Miller, County Judge

Date: _____

City of Harker Heights, Texas

David Mitchell, City Manager

Date: _____

City of Killeen, Texas

Kent Cagle, City Manager

Date: _____

City of Belton, Texas

Sam Listi, City Manager

Date: _____

City of Copperas Cove, Texas

DocuSigned by
Ryan Haverlah

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Ryan Haverlah, City Manager

Date: 8/10/2020 | 6:58 AM PDT

Bell County, Texas

David Blackburn, County Judge

Date: _____

County of Coryell, Texas

Roger A. Miller, County Judge

Date: _____

City of Harker Heights, Texas

David Mitchell, City Manager

Date: _____

City of Killeen, Texas

Kent Cagle, City Manager

Date: _____

City of Belton, Texas

Sam Listi, City Manager

Date: _____

City of Copperas Cove, Texas

Ryan Haverlah, City Manager

Date: _____

Bell County, Texas

DocuSigned by:

David Blackburn

David Blackburn, County Judge

Date: 7/1/2020 | 5:42 AM PDT

County of Coryell, Texas

Roger A. Miller, County Judge

Date: _____

City of Harker Heights, Texas

David Mitchell, City Manager

Date: _____

City of Killeen, Texas

Kent Cagle, City Manager

Date: _____

City of Belton, Texas

Sam Listi, City Manager

Date: _____

City of Copperas Cove, Texas

Ryan Haverlah, City Manager

Date: _____

Bell County, Texas

David Blackburn, County Judge

Date: _____

County of Coryell, Texas

Roger Miller

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Roger A. Miller, County Judge

Date: 7/14/2020 | 2:21 PM PDT