

INTERLOCAL AGREEMENT

This Interlocal Agreement (the “Agreement”) is entered into by and between the City of Killeen, a Texas home-rule municipality, (the “City”) and Bell County, acting by and through the Bell County Juvenile Board, Bell County Juvenile Services (hereafter collectively referred to as “BCJS”) Texas (the “County”) and is effective as of _____, 2024 (the “Effective Date”). BCJS and City may be referred to individually as a “Party” and/or collectively as the “Parties.”

BACKGROUND

Pursuant to Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act (the “Act”), the Parties are proposing entering into an interlocal agreement to allow Killeen Police Department (“KPD”) officers and detectives assigned to juvenile crimes to accompany Bell County Juvenile Probation Officers on probationers’ home visits. BCJS desires to utilize KPD’s services to assist its Juvenile Probation Officers. BCJS and City have considered this Agreement and deem it to be in the best interest of the citizens of the County and the City.

Accordingly, the Parties agree as follows:

AGREEMENT

A. Purpose. The purpose of this Agreement is to allow for KPD officers and detectives to assist Bell County Juvenile Probation Officers with in-home visits to monitor juvenile offenders placed on supervision (the “Program”). KPD officers will gain valuable one-on-one contact and communication with local juvenile probationers and their families, insight into a probationer's home life and support system, understanding of how to provide or recommend services, and enhanced relationships with probationers outside the law enforcement context, while Bell County Juvenile Probation Officers will receive the benefit of security provided through the KPD officers assigned to the Program.

B. Governmental Functions and Services. BCJS and the City expressly hereby confirm that the activities to be carried out under this Agreement are “governmental functions and services” as defined in Section 791.003 of the Act.

C. Payment Obligations. As required by Section 791.011 of the Act, each party making payment for the performance of the functions or services under this Agreement must make those payments solely from current revenues available to the paying party during the fiscal year in which the expenditure is made.

D. Compensation. BCJS will reimburse the City at a reimbursement rate not to exceed \$60 per hour for the services provided by the KPD officers participating in the Program. This rate covers the cost of salary and benefits for the KPD officers who work this Program.

E. Billing. The City will submit an invoice to BCJS, who will then submit the invoice to Bell

County for payment. The City must include the type of services provided, the date(s) of the service, the rate at which the services have been billed, the itemized dollar amount for each service, the total dollar amount due, and the juvenile's PID number. Juveniles' names will be kept confidential. Billing of the above will be provided in the same manner as it would be provided to institutional purchasers in the absence of an agreement and must consist of a brief statement of the service or other item provided and the basis for the billing rate. BCJS will make monthly payments to City. The City will submit claims for payment no later than ten (10) days from the last day of the month for which payment is being requested, unless otherwise authorized by the County.

F. Current Revenue. The Parties warrant that all payments, expenditures, contributions, fees, costs, and disbursements, if any, required of it hereunder or required by any other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment, addendum or associated document, will be paid from current revenues available to the paying Party. The Parties hereby warrant that no debt is created by this Agreement and that any debt created through a purchase will be the sole obligation of the purchasing Party and no obligation or liability for such debt will be a liability or obligation of the other Party.

G. Insurance and Liability.

(i) Each Party will be responsible for obtaining its own liability insurance as it deems appropriate regarding the activities to occur under this Agreement. Each Party will bear its own insurance costs as a separate expense and such cost will not be a shared cost.

(ii) In the event of any third-party claim brought against either Party, that Party will immediately notify the other Party of such claim. Liability as between the Parties will be determined in accordance with the common law and statutory or other applicable law of the State of Texas including but not limited to the Texas Tort Claims Act. Either Party may assert such limitations from liability as are provided under the laws of the State of Texas including but not limited to any immunity a Party may be entitled to by law.

H. Term of this Agreement. The term of this Agreement begins on the Effective Date and expires _____ from the Effective Date (the "Term"). The Term may be renewed by mutual agreement of the Parties.

I. Termination for Convenience. Either Party may terminate this Agreement prior to, or during the performance of any services, for any reason. The terminating Party must send written notice of termination to the other Party. Termination will be effective 30 days after the non-terminating Party's receipt of the notice of termination.

J. Default. If either Party fails to perform or observe any term of this Agreement, the non-defaulting Party must send written notice of the failure to the defaulting Party. If the defaulting Party does not remedy the failure within 30 days after the defaulting Party receives the notice, the non-defaulting Party may pursue any remedies available to it at law or in equity.

K. General Provisions.

(i) **Incorporated by Reference.** All exhibits and attachments and all other documents are incorporated by reference for all purposes.

(ii) **Assignment.** The Parties may not assign their rights and obligations under this Agreement.

(iii) **Entire Agreement and Modifications.** This Agreement supersedes all prior negotiations, representations, agreements, and contracts, written or oral, between the City and BCJS regarding the subject matter covered in this Agreement and constitutes the entire agreement between the Parties with respect to the subject matter. This Agreement and each of its provisions are binding upon the Parties and may not be waived, modified, amended or altered except by an amendment signed by BCJS and the City.

(iv) **Waivers.** No delay or omission by either of the Parties in exercising any right or power accruing upon the non-compliance or failure of performance by the other Party of any of the provisions of this Agreement will impair any such right or power or be construed to be a waiver of the provision(s). A waiver by either of the Parties of any Agreement term to be performed by the other Party will not be construed to be a waiver of any subsequent breach or of any other Agreement term.

(v) **Binding Effect/Authorization.** This Agreement is binding on and inures to the benefit of the Parties and their respective permitted assigns and successors. The Parties each represent and warrant that they have the full right and legal authority to enter into this Agreement and to grant the rights and perform the obligations in this Agreement and that no third-party consent or approval is required.

(vi) **Appointment.** BCJS and Bell County hereby expressly reserves the right from time to time to designate by notice to the City one or more representatives to act partially or wholly for County in connection with the performance of County's obligations under this Agreement. The City will act only upon instructions from such representatives unless otherwise specifically notified to the contrary.

(vii) **Notices.** All notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement will be in writing and will be deemed to have been duly given or served when delivered by email, hand delivery or by nationally recognized courier service, or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If the City of Killeen:

Attn: _____

Killeen, Texas _____

Email: _____

If to Bell County Juvenile Services:
Attn: Chief Juvenile Probation Officer
4800 East Rancier, Killeen, Texas 76543

Or to such other person or address as may be given in writing by either Party to the other in accordance with this provision. If the notice is mailed, it will be deemed delivered within 3 days after the post mark date.

(viii) Severability. In case any provision, for any reason, is held invalid or unenforceable in any respect, such invalidity or unenforceability will not affect any other provision, and this Agreement will be construed as if such invalid or unenforceable provision had not been included.

(ix) Available Funds. The Parties will have the right to cancel this Agreement at the end of the then current fiscal period if funds are not allotted for the next fiscal year to continue this Agreement. A Party may affect such cancellation by giving the other Party written notice of its intention to cancel not less than 30 days prior to the end of the then current fiscal period, stating its reasons for cancellation. Upon cancellation of this Agreement, the Parties will not be responsible for the payment of any services received which occur after the end of the current fiscal period.

(x) Force Majeure. If either Party is prevented from or delayed in the performance of its obligations under this Agreement by reason of war, strikes, riots, storms, fires, epidemics, pandemics, or any other cause beyond the control of the non-performing party, the non-performing party is excused from performance to the extent and during the period of prevention or delay. If the delay continues for longer than 60 days, either Party may terminate this Agreement upon written notice of termination to the other Party.

(xi) No Third-Party Beneficiaries. Nothing in this Agreement will create a contractual relationship between a third party and either BCJS, Bell County Juvenile Board, Bell County or the City.

(xii) Counterparts and Copies. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original.

(xiii) Attorney's Fees. If either Party to this Agreement retains an attorney to enforce this Agreement, the prevailing Party is entitled to recover reasonable attorneys' fees and other fees, costs and expenses relating to the successful enforcement or defense of any provision of this Agreement.

(xiv) Choice of Law and Venue: This Agreement will be interpreted and construed in accordance with the laws of Texas, without giving effect to choice of law rules. Each Party hereby consents to exclusive jurisdiction and venue in the courts located in Bell County, Texas.

(xv) NEITHER THE EXECUTION OF THIS AGREEMENT, NOR ANY CONDUCT OF ANY REPRESENTATIVE OF THE COUNTY OR THE CITY WILL WAIVE OR BE CONSIDERED A WAIVER OF IMMUNITY.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the Effective Date.

CITY OF KILLEEN, TEXAS

**BELL COUNTY JUVENILE BOARD,
BELL COUNTY, TEXAS**

[Redacted], City Manager

David Blackburn, Chair,
Bell County Juvenile Board

ATTEST:

ATTEST:

[Redacted], City Secretary

By: _____

APPROVED AS TO FORM:

_____, City Attorney's Office

