

TRINITY RIVER AUTHORITY OF TEXAS  
POLK COUNTY, TEXAS  
INTERLOCAL AGREEMENT

STATE OF TEXAS           §  
COUNTY OF TARRANT   §

THIS AGREEMENT is made and entered into this 25th day of October, 2023, by and between the TRINITY RIVER AUTHORITY OF TEXAS, a conservation and reclamation district created by and functioning under TEX. REV. CIV. STAT. ANN. art. 8280-188 (hereinafter called "AUTHORITY"), and POLK COUNTY, TEXAS, a body corporate and politic under the laws of the State of Texas (hereinafter called "COUNTY").

WITNESSETH:

WHEREAS, this Interlocal Agreement is made under the authority granted by and pursuant to Texas Government Code Chapter 791, known as the Interlocal Cooperation Act; and

WHEREAS, the AUTHORITY owns and operates Lake Livingston Dam and Reservoir (hereinafter called the "PROJECT"); and

WHEREAS, the AUTHORITY desires to have one or more duly commissioned deputies from the Polk County Sheriff's Department provide patrol and security services on or about the PROJECT on an as-needed basis; and

WHEREAS, the AUTHORITY and COUNTY entered into an Interlocal Agreement dated April 25, 2007, providing for said security services; and

WHEREAS, this Interlocal Agreement rescinds and supersedes that prior Interlocal Agreement; and

WHEREAS, the AUTHORITY is willing to compensate the COUNTY in an amount necessary to provide the services hereinafter described.

NOW THEREFORE, the foregoing parties to this AGREEMENT agree as follows:

Section 1. SCOPE OF SERVICES. The COUNTY, by and through its Sheriff's Department, agrees to provide law enforcement services to preserve and protect the PROJECT. COUNTY shall provide deputies, approved by the AUTHORITY, to work security shifts as requested by the AUTHORITY. Typically, the hours worked during these shifts will total approximately 128 hours per week plus 80 hours per year for holidays. All deputies appointed hereunder shall be certified as required by law.

The COUNTY will provide all personnel and equipment necessary to provide patrol/security services at the PROJECT, including one COUNTY patrol vehicle, which will remain onsite at the PROJECT for use by the COUNTY peace officers during their scheduled patrol. The COUNTY will be responsible for ensuring proper scheduling, recording and payment for hours worked by the COUNTY peace officers at the PROJECT during which time the officers will be acting as COUNTY employees.

Section 2. COMPENSATION. AUTHORITY agrees to pay COUNTY on a monthly basis for security services provided under this AGREEMENT. Compensation to the COUNTY will be calculated by multiplying the actual number of hours worked by each deputy during the preceding month times each deputy's actual base hourly salary plus an overtime factor equal to 50% of the base salary, hereinafter called "gross salary," plus the following amounts:

- a. FICA calculated at 7.65% of the gross salary, or the current rate established by the Social Security Administration;
- b. Retirement calculated at actual cost, as set by the Texas County and District Retirement System;
- c. Workers' compensation coverage at actual cost;
- d. Unemployment compensation coverage at actual cost; and
- e. An administrative fee calculated at 15% of gross salaries plus items a. through d. above. The purpose of this fee is to cover the COUNTY'S costs for separate administration and documentation of the above payroll costs and the COUNTY'S assumption of employee liability.

In addition to the payment of the salary, benefits and administrative costs described above, AUTHORITY agrees to pay COUNTY the routine costs to operate the COUNTY patrol vehicle that shall be limited to the actual costs for fuel, oil, filters and lubrication.

It is agreed by the parties hereto that if the AUTHORITY anticipates its liability for salaries, benefits, administrative fees and vehicle costs will exceed \$500,000 per annum for any AUTHORITY Fiscal Year (December 1 through November 30), the AUTHORITY shall promptly notify the COUNTY, facilitating potential adjustments to this AGREEMENT.

Prior to the initiation of services under this AGREEMENT, COUNTY shall provide to the AUTHORITY a listing of base salaries and itemized benefit costs for each deputy that will provide security services to the AUTHORITY. Additionally, COUNTY, by and through its Sheriff's Department, shall provide to the AUTHORITY a listing of any revised salary costs that will change the billing rate of any deputy used at the PROJECT prior to the effective date of any change.

The COUNTY shall provide to the AUTHORITY a monthly statement of costs for each deputy that provided security services to the AUTHORITY during the previous month. The AUTHORITY shall pay the total amount due when due under the Texas Prompt Payment Act.

Section 3. POLICIES AND PROCEDURES. The planning, organization, scheduling, direction and supervision of the COUNTY'S personnel and all matters incident to the delivery of services hereunder shall be the responsibility of the COUNTY Sheriff. The Sheriff shall retain

exclusive authority over the activities of his personnel assigned to the AUTHORITY.

The Sheriff shall give prompt consideration to all requests by the AUTHORITY regarding law enforcement services and shall make every effort to comply with AUTHORITY'S requests if the requests are consistent with good law enforcement practices.

The AUTHORITY and COUNTY shall each designate a specific individual and alternates to make or receive requests and to confer upon such matters concerning law enforcement services provided hereunder.

Section 4. TERMINATION. In connection with the security services outlined or contemplated above, it is agreed that the AUTHORITY or the COUNTY may cancel or terminate this AGREEMENT upon 30 days written notice to the other. All rights, duties, liabilities, and obligations accrued prior to such termination shall survive termination.

Section 5. INDEMNIFICATION. To the extent permitted by the Constitution and statutes of the State of Texas, COUNTY does hereby covenant and contract to release, indemnify, defend and hold harmless the AUTHORITY all of its officials, officers, agents and employees and invitees in both their public and private capacities, from and against any and all liability, claims, suits, demands, or causes of action, including all expenses of litigation, and/or settlement which may arise by reason of injury to or death or debt of any person, or for loss of, damage to or loss of use of any property, including real or personal property, arising out of or in connection with COUNTY'S performance of this AGREEMENT, provided that the claims, suits, losses, damages, causes of action or liability of whatever nature arise in whole or in part from the negligence of COUNTY or any of its officers, officials, agents, employees or invitees, whether said negligence is contractual comparative negligence, joint or concurrent negligence, gross negligence, active negligence, passive negligence or any other form of negligence. COUNTY contracts to indemnify and protect AUTHORITY from any liability, claims, suits, losses, damages, attorney's fees or causes of action due to COUNTY'S negligence, joint or concurrent negligence, error or omission to the extent that said liability, claims, suits, losses, damages, attorney's fees or causes of action rise out of or in connection with COUNTY'S performance of this AGREEMENT.

It is specifically understood and agreed by COUNTY that such indemnity by COUNTY includes indemnity by COUNTY to indemnify, hold harmless, and protect AUTHORITY from any and all liability, claims, suits, losses, damages, or courses of action due to COUNTY'S wrongful intentional conduct, negligence, error or omission, including any and all claims, demands, or causes of action of whatever nature resulting from activities on land owned by others, and also includes COUNTY'S failure to maintain adequate public liability insurance, workers' compensation coverage, or any other insurance coverage as required by this AGREEMENT or by law.

To the extent permitted by the Constitution and statutes of the State of Texas, AUTHORITY does hereby covenant and contract to release, indemnify, defend and hold harmless the COUNTY all of its officials, officers, agents and employees and invitees in both their public and private capacities, from and against any and all liability, claims, suits, demands, or causes of action, including all expenses of litigation, and/or settlement which may arise by reason of injury to or death or debt of any person, or for loss of, damage to or loss of use of any property, including real or personal property, arising out of or in connection with AUTHORITY'S performance of this AGREEMENT, provided that the claims, suits, losses, damages, causes of action or liability of whatever nature arise in whole or in part from the negligence of

AUTHORITY or any of its officers, officials, agents, employees or invitees, whether said negligence is contractual comparative negligence, joint or concurrent negligence, gross negligence, active negligence, passive negligence or any other form of negligence. AUTHORITY contracts to indemnify and protect COUNTY from any liability, claims, suits, losses, damages, attorney's fees or causes of action due to AUTHORITY'S negligence, joint or concurrent negligence, error or omission to the extent that said liability, claims, suits, losses, damages, attorney's fees or causes of action arise out of or in connection with AUTHORITY'S performance of this AGREEMENT.

It is specifically understood and agreed by AUTHORITY that such indemnity by AUTHORITY includes indemnity by AUTHORITY to indemnify, hold harmless, and protect COUNTY from any and all liability, claims, suits, losses, damages, or courses of action due to AUTHORITY'S wrongful intentional conduct, negligence, error, or omission, including any and all claims, demands, or causes of action of whatever nature resulting from activities on land owned by others, and also includes AUTHORITY'S failure to maintain adequate public liability insurance, workers' compensation coverage, or any other insurance coverage as required by this AGREEMENT or by law.

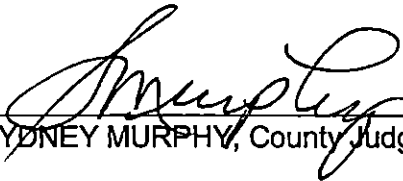
This AGREEMENT and the services provided herein do not constitute a joint enterprise. Each party shall remain solely responsible for its officers, agents and employees. Nothing in this AGREEMENT shall waive any defenses or immunities of either party against claims by third parties and said defenses or immunities are specifically reserved.

Section 6. INDEPENDENT CONTRACTOR. The services performed hereunder by the COUNTY shall be subject to the AUTHORITY'S inspection and approval, but the detailed manner and method of doing said services shall be under the control of the COUNTY. In the performance of services hereunder, COUNTY shall be deemed an independent contractor, and any of its employees performing services required hereunder shall be deemed solely employees of COUNTY and not employees of the AUTHORITY.

Section 7. TERM OF AGREEMENT. This AGREEMENT shall be effective on October 25<sup>th</sup>, 2023, and remain in effect until terminated by either the AUTHORITY or COUNTY with 30 days prior notice. All payments and liabilities accrued prior to termination shall survive the termination.

IN WITNESS WHEREOF, the parties acting under authority of their respective governing bodies have caused this AGREEMENT to be executed in several counterparts, each of which is deemed to be an original.

**POLK COUNTY, TEXAS**

  
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SYDNEY MURPHY, County Judge

ATTEST:

  
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SCHELANA HOCK, County Clerk

APPROVED:

  
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BYRON LYONS, Sheriff

**TRINITY RIVER AUTHORITY OF TEXAS**

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J. KEVIN WARD, General Manager

ATTEST:

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HOWARD S. SLOBODIN, Secretary  
Board of Directors