

CRIME VICTIMS' LIAISON INTERLOCAL AGREEMENT

This CRIME VICTIMS' LIAISON INTERLOCAL AGREEMENT dated April 1, 2015 (this "Agreement"), is made and entered among the CITY OF SCHERTZ, TEXAS ("Schertz") and the CITY OF CIBOLO, TEXAS ("Cibolo") collectively, the "Contracting Parties").

WITNESS:

WHEREAS, Chapter 791, Texas Government Code, authorizes municipalities to contract with each other for the performance of certain governmental functions and services; and

WHEREAS, the laws of the State of Texas require and mandate that a victim, guardian of a victim or close relative of a deceased victim is entitled to specific rights within the criminal justice system; and

WHEREAS, citizens occasionally need immediate support and assistance in crisis situations; and

WHEREAS, these crisis situations are often at times when the only available support is through law enforcement; and

WHEREAS, the support and assistance needed is beyond the reasonable capabilities and resources that law enforcement alone may possess; and

WHEREAS, the Contracting Parties desire to use the services of a crime victims' liaison (the "Crime Victims' Liaison") to assist with the rights of crime victims in connection with law enforcement and prosecution of certain crimes; and

WHEREAS, the Contracting Parties agree that there are significant savings if the services provided by the Crime Victims' Liaison of one entity will be for the joint use of all the Contracting Entities on a cost sharing basis; and

WHEREAS, Schertz is willing to employ the Crime Victims' Liaison if Cibolo agree to share the costs of the Crime Victims' Liaison; and

WHEREAS, Cibolo is willing to reimburse Schertz for the services of the Crime Victims' Liaison as provided herein; and

WHEREAS, the Contracting Parties find that it is a valid public purpose to utilize a Crime Victims' Liaison to assist in law enforcement and prosecution of certain crimes; and

WHEREAS, the Contracting Parties have determined that it is in the best interest of their citizens to share the services of a Crime Victims' Liaison to increase efficiency and effectiveness of governmental functions.

NOW THEREFORE, in consideration of the terms, conditions, and mutual covenants contained herein and other good and valuable consideration received by each party, the sufficiency of which are hereby acknowledged, the Contracting Parties hereby agree as follows:

Article I. SERVICES

Section 1.01 Subject to Article III, Schertz shall maintain employment of a Crime Victims' Liaison to assist with the rights of crime victims in connection with law enforcement and prosecution of certain crimes (the "Victim Services Program"). The primary services the Crime Victims' Liaison will perform include the (i) services described in Chapter 56, Texas Code of Criminal Procedure, and (ii) continued training of police officers and staff in the rights of crime victims (collectively, the "Services").

Section 1.02 The Crime Victims' Liaison shall be responsible for the creation and coordination of the Victim Services Program. The Crime Victims' Liaison shall also be responsible for coordinating a team of volunteers to assist in providing the Services in connection with the Victim Services Program. The Crime Victims' Liaison shall ensure that such volunteers are appropriately trained and prepared to provide assistance based upon their specific skills and abilities.

Section 1.03 The Crime Victims' Liaison will be responsible for submitting a monthly report to each of the Contracting Parties. The monthly report shall include but is not limited to the number of crime victims assisted in the jurisdiction of each of the Contracting Parties, the number of contacts with each of the Contracting Parties, the training hours provided to peace officers and volunteers for each of the Contracting Parties, and any speaking engagements and meetings related to the Victim Services Program.

Section 1.04 Subject to Article III, Schertz shall allow Cibolo to use the Services of the Crime Victims' Liaison as described herein.

Article II. EMPLOYMENT TERMS

Section 2.01 Schertz shall hire the Crime Victims' Liaison as an employee of Schertz. The Crime Victims' Liaison shall be subject to Schertz's employment policies, including, but not limited to, employee benefits, job performance standards, and discipline standards.

Section 2.02 Schertz shall primarily direct the Crime Victims' Liaison; however, the Crime Victims' Liaison as part of his or her responsibilities as a Schertz employee shall provide assistance to Cibolo as described in this Agreement.

Section 2.03 Notwithstanding any provision to the contrary, Cibolo hereby agrees that the Crime Victims' Liaison shall be an employee of Schertz and shall not be an employee of Cibolo. Cibolo hereby acknowledges that the Crime Victims' Liaison shall be directed primarily by Schertz.

Section 2.04 The Crime Victims' Liaison shall provide the Services primarily during normal business hours, on a full-time basis, forty (40) hours a week, less any scheduled vacation time, sick time, training time, or holidays observed by Schertz. However, the Crime Victims' Liaison shall be required to provide the Services outside of normal business hours when there is a need for immediate assistance to crime victims.

Section 2.05 The Chiefs of Police of the Contracting Parties or their designees shall serve as an oversight committee to the Victim Services Program. The oversight committee shall draft and implement policies for the law enforcement agencies of each of the Contracting Parties describing (i) the procedures under which the Victim Services Program will operate and (ii) how the Services will be requested. The policies and procedures should meet or exceed the requirements of the Texas Police Chiefs Association Best Practices Program. Once approved, these policies shall be adopted by the Contracting Parties and the Crime Victims' Liaison shall train all applicable personnel on the policy.

Section 2.06 The primary office space for the Crime Victims' Liaison to provide the Services shall be in Schertz. Cibolo may provide appropriate meeting areas for the Crime Victims' Liaison to perform the Services for such Contracting Party. If such meeting space is not available, the Crime Victims' Liaison shall perform the Services in Schertz.

Section 2.07 If any Contracting Party to this Agreement notes any material deficiency in the performance of the Services provided by the Crime Victims' Liaison, such Contracting Party shall report such deficiency to the Schertz City Manager. The Schertz City Manager shall ensure such deficiencies are corrected within forty-five (45) days of such report. If, however, the deficiencies are not corrected within that time period, the reporting Contracting Party may terminate this Agreement in accordance with Section 4.03 unless the Schertz City Manager is taking reasonable actions to cure the deficiency.

Article III. PAYMENT FOR SERVICES OF CRIME VICTIMS' LIAISON

Section 3.01 Cibolo hereby agrees to reimburse Schertz for use of the Services of the Crime Victims' Liaison. Schertz shall pay the Crime Victims' Liaison salary and benefits for the Services in the first year of this Agreement. In addition, Schertz shall pay for the assigned vehicle, fuel, equipment, supplies and provide office space suitable for the assignment. Cibolo and shall pay the following amounts to reimburse Schertz in the first year of the Agreement:

- (a) \$37,500.00, which shall be the portion attributable to Cibolo for the Services provided by the Crime Victims' Liaison in the first year of this Agreement.

The total amount paid by the Contracting Parties shall constitute consideration for the Services of the Crime Victims' Liaison (the "Consideration").

Section 3.02 Cibolo shall pay the Consideration in the first year and each subsequent year thereafter in four equal quarterly payments on each January 1, April 1, July 1, and October 1, with the first payment to be due the month the Crime Victims' Liaison begins employment. Schertz agrees to provide each of the Contracting Parties an invoice at least ten (10) business days prior to each payment.

Section 3.03 Beginning in the second twelve (12) month period of the initial term of this Agreement and each twelve (12) month period thereafter, the Contracting Parties shall increase the Consideration by the Consumer Price Index, Not Seasonally Adjusted, South Urban published by the United States Bureau of Labor Statistics for each year as compared with the comparable Consumer Price Index for the preceding year. Such increase shall be split equally among the Contracting Parties. If the Consumer Price Index decreases, the Consideration shall remain the same for next twelve (12) month period.

Section 3.04 Each of the Contracting Parties hereby certifies that the Consideration paid pursuant to this Agreement shall be paid out of current fiscal year revenues budgeted and appropriated for such purpose in compliance with Section 791.011 of the Government Code, as amended, and other State law.

Section 3.05 If a Contracting Party fails to pay the Consideration during the first five (5) year term of this Agreement or should a Contracting Party fail to appropriate funds to pay the Consideration during any fiscal year during the term of this Agreement, Schertz shall not be obligated to provide the Services of the Crime Victims' Liaison unless and until the Contracting Party cures the delinquency to pay the Consideration.

Article IV. TERM

Section 4.01 The term of this Agreement shall be for a period of five years, commencing October 1, 2022, and terminating on September 30, 2027 unless any of the Contracting Parties shall have previously exercised its right to cancel this Agreement.

Section 4.02 Any of the Contracting Parties may terminate this Agreement, with or without cause, by providing written notice of such termination ninety (90) days prior to April 1st of each year to the other Contracting Parties. This notice shall be provided in accordance with Section 7.01.

Section 4.03 This Agreement may be terminated by any of the Contracting Parties upon not less than sixty (60) days written notice should another Contracting Party fail substantially to perform in accordance with the terms of this Agreement through no fault of the Contracting Party initiating the termination.

Section 4.04 If a Contracting Party terminates this Agreement pursuant to Section 4.02 or Section 4.03, the Contracting Party shall be obligated to pay the Consideration to Schertz through the end of the quarter in which this Agreement terminates. The Crime Victims'

Liaison shall provide the Services to the Contracting Party terminating this Agreement, if requested, through the end of such quarter.

Article V. INSURANCE

Section 5.01 The Contracting Parties hereby contract, covenant, and agree to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, in amounts sufficient to insure such Contracting Party and its respective agents, officers, and employees from and against any claim, cause of action, or liability arising out of or from the action, omission, or failure to act by such Contracting Party and its respective agents, officers, employees, and subcontractors in the course of their duties that may arise or result from the Services provided and/or any circumstances arising under this Agreement.

Section 5.02 It is specifically agreed that each Contracting Party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing its liability and potential liability pursuant to this Agreement; each Contracting Party hereto reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from the Services provided and/or any circumstances arising under this Agreement.

Section 5.03 This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and none of Cibolo nor Schertz shall be held legally liable for any claim or cause of action arising pursuant to, or out of the Services provided under this Agreement except as specifically provided herein or by law.

Article VI. HOLD HARMLESS

Section 6.01 CIBOLO, ITS SUCCESSORS, AND ASSIGNS IN EXCHANGE FOR THE CONSIDERATION CONTAINED HEREIN, AGREE TO HOLD HARMLESS SCHERTZ AND ITS PRESENT, FUTURE, AND FORMER AGENTS, EMPLOYEES, OFFICIALS, AND REPRESENTATIVES FOR ANY INJURY CLAIMS, CAUSES OF ACTION, INCLUDING CLAIMS OF NEGLIGENCE OR OTHER DISPUTES THAT ARE CREATED BY, ARISE FROM, OR RELATE TO THE USE BY CIBOLO OF THE SERVICES OF THE CRIME VICTIMS' LIAISON IN CONNECTION WITH TIDS AGREEMENT.

Section 6.02 SCHERTZ, ITS SUCCESSORS, AND ASSIGNS IN EXCHANGE FOR THE CONSIDERATION CONTAINED HEREIN, AGREE TO HOLD HARMLESS CIBOLO IN its INDIVIDUAL CAPACITY, AND THEIR PRESENT, FUTURE, AND FORMER AGENTS, EMPLOYEES, OFFICIALS, AND REPRESENTATIVES FOR ANY INJURY CLAIMS, CAUSES OF

ACTION, INCLUDING CLAIMS OF NEGLIGENCE OR OTHER DISPUTES THAT MAY ARISE FROM THE USE BY CIBOLO, OF THE SERVICES OF THE CRIME VICTIMS' LIAISON IN CONNECTION WITH THIS AGREEMENT.

Article VII. NOTICE

Section 7.01 All correspondence and communications concerning this Agreement shall be directed to the Contracting Parties at the following addresses:

CIBOLO: City of Cibolo
200 South Main Street
Cibolo, Texas 78108
Attention: City Manager

SCHERTZ: City of Schertz
1400 Schertz Parkway
Schertz, Texas 78154
Attention: City Manager

Notices required hereunder shall be hand-delivered or sent by certified mail, return receipt requested.

Article VIII. ASSIGNMENT

Section 8.01 This Agreement shall bind and benefit the respective Contracting Parties and their legal successors, but shall not otherwise be assignable, in whole or in part, by any Contracting Party without first obtaining the written consent of the Contracting Parties.

Article IX. MISCELLANEOUS

Section 9.01 This Agreement inures to the benefit of and obligates only the Contracting Parties executing it. No term or provision of this Agreement shall benefit or obligate any person or entity not a Contracting Party to it. The Contracting Parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Agreement.

Section 9.02 If any provision of this Agreement shall be deemed void or invalid, such provision shall be severed from the remainder of this Agreement, which shall remain in force and effect.

Section 9.03 This Agreement is the entire agreement among the Contracting Parties as to the subject matter hereof, and is the sole and only agreement of the Contracting Parties regarding the Services described herein and supersedes any prior understanding or written or oral agreement relative to the subject matter hereof. This Agreement may be amended only by written instrument duly approved and executed by all Contracting Parties in accordance with the formalities of this Agreement.

Section 9.04 Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

Section 9.05 The captions contained in this Agreement are for convenience of reference only and in no way limit or enlarge the terms and conditions of this Agreement.

Section 9.06 All Contracting Parties agree this Agreement shall be construed under the laws of the State of Texas, and obligations under the Agreement shall be performed in Guadalupe County, Texas, Comal County, Texas, and Bexar County, Texas.

Section 9.07 No Contracting Party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.

[The remainder of this page is intentionally left blank.]

This Agreement is hereby signed and fully executed in multiple parts, on this __ day of _____, _____.

CITY OF SCHERTZ, TEXAS

CITY OF CIBOLO, TEXAS

BY _____
CITY MANAGER

BY: _____
CITY MANAGER

ATTEST:

ATTEST:
