INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into effective this 28th day of September, 2026, by and between the Clay County Sheriff's Office, County of Clay (the "County" herein), and the Montague County Sheriff's Office (TX), County of Montague (the "Entity" herein), political subdivisions of the State of Texas.

WITNESSETH:

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more local governmental entities may contract with each other for the performance of governmental functions and for the joint use of facilities or services for police protection and for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, the County, for purposes of performing functions of law enforcement through its Sheriff's Office, has an authorized access terminal providing access to the Texas Law Enforcement Telecommunications System ("TLETS");

WHEREAS, TLETS provides potentially valuable law enforcement-related data from intrastate and interstate sources to assist law enforcement in the investigation of crime;

WHEREAS, TLETS is administered by the Texas Department of Public Safety, who in turn grants specific access to TLETS through specifically defined terminals, one of which is held by the County through its Sheriff's Office;

WHEREAS, the Entity desires to access TLETS through the current authorized connection of the County to assist the Entity in the investigation of crime;

WHEREAS, the Entity's investigation of crime serves the purpose of providing police protection and promoting and protecting the health and welfare of local residents;

WHEREAS, the County, by its proximity, will benefit from improved criminal investigation by the nearby Entity; and

WHEREAS, the County desires to allow the Entity to access TLETS through the County's authorized connection for criminal justice purposes by the Entity, with the Entity bearing any additional costs related to the Entity gaining access to TLETS through the County.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned parties agree as follows:

I. Terms and Conditions

1. County agrees to allow Entity to access County's authorized TLETS connection for criminal justice purposes.

2. Entity agrees to bear any costs associated with Entity gaining access to and using County's TLETS connection.

3. Entity agrees that Entity's use of County's TLETS connection and information obtained therefrom shall at all times comply with all applicable local, state, and federal regulations.

4. Entity agrees that if County determines, in its sole and absolute discretion, that Entity's connection with County's TLETS connection has any negative affect on County's computer network, terminals, operations, or any administrative function of the County or the County's Sheriff's Office, then County may terminate this Agreement and remove Entity's connection to TLETS. County will notify Entity immediately of intent to terminate connection to allow Entity the opportunity to seek an alternate TLETS connection solution. In the event of such termination of this Agreement and the server connection, County shall bear no cost or liability to Entity and the indemnification of Section 2 of Article II shall remain in full force and effect.

5. In the event that the County is unable to serve as the primary host due to technical issues, administrative burden or other event, the Entity agrees to be hosted by a secondary law enforcement agency with appropriate permissions, technology and desire to host. A list of secondary law enforcement agency hosts may include: Hall County Sheriff's Office, Clay County Sheriff's Office or Archer County Sheriff's Office. Host agencies have agreed in advance to provide secondary hosting if any primary host becomes unavailable.

II. Miscellaneous

1. The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State or the United States, the parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.

2. The Entity will indemnify and hold harmless the County, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees, arising out of a willful or negligent act or omission of the Entity, its officers, agents, servants and employees under this Agreement; provided, however, that this indemnity shall not apply to any claims, demands, damages, costs, expenses and attorneys' fees arising out of this Agreement based upon any willful or negligent act or omission of the County, its officer, agents, servants and employees.

3. Any financial obligations of the parties under this agreement shall be payable from current revenues available to the respective paying party.

4. This Agreement constitutes the entire agreement between the parties hereto, and supersedes all of their oral and written negotiations, agreements and understandings of every kind. The parties understand, agree and declare that no promise, warranty, statement or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any party hereto or its officers, employees or other agents to induce execution of this Agreement. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing, referring specifically to this Agreement, executed by the parties.

5. The laws of the State of Texas shall govern the validity, enforcement and interpretation of this Agreement. The obligations of the parties are performable and venue for any legal action arising out of this Agreement shall lie in Clay County, Texas.

6. This Agreement shall be binding upon and inure to the benefit of the County and the Entity and their respective representatives, successors and assigns. Except as expressly provided herein, nothing in this Agreement is intended to confer on any person, other than the parties hereto and their respective heirs, personal representatives, successors and assigns, any rights or remedies under or by reason of this Agreement.

7. In addition to the acts recited in this Agreement to be performed by any party, the parties agree to perform, or cause to be performed, any and all such further acts as may be reasonably necessary to consummate the acts or transactions contemplated hereby.

8. The effective date of this Agreement shall be the date of the last of the parties to approve and ratify this Agreement.

Clay County Sheriff's Office, County of Clay, Texas

Approved and entered into on the ____ day of _____, 2026.

_____

ATTEST:

_____

Montague County Sheriff's Office (TX), County of Montague

Approved and entered into on the 28 day of September, 2026.

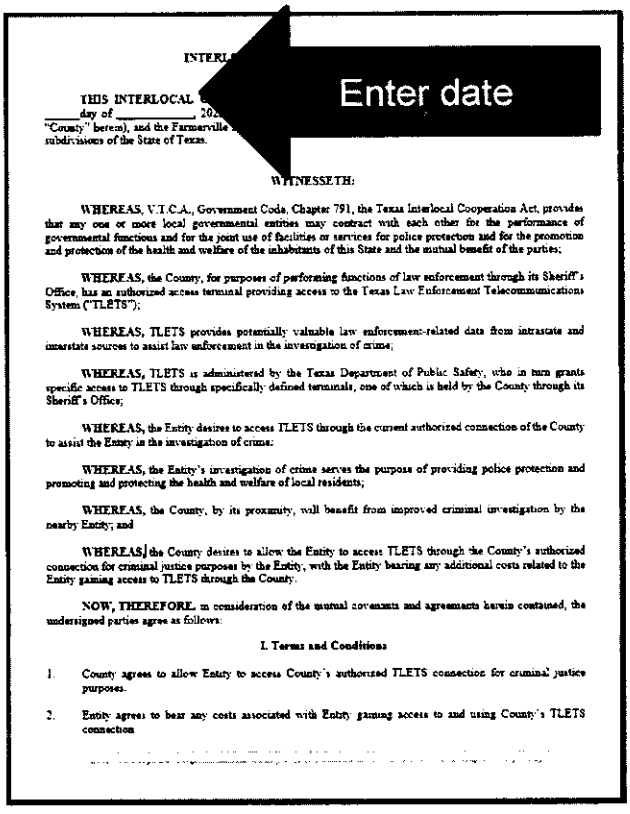
Signature

ATTEST:

_____

INSTRUCTIONS

Inter-local Cooperation Agreement (MOU) - Please print and sign the copy of this document. (We will send the signed copies to the hosting agency for their signature. The hosting agency will sign and Kologik will e-mail a signed copy to you for your records.



INTERL

THIS INTERLOCAL
day of , 20
"County" hereto), and the Farmersville
subdivisions of the State of Texas.

Enter date

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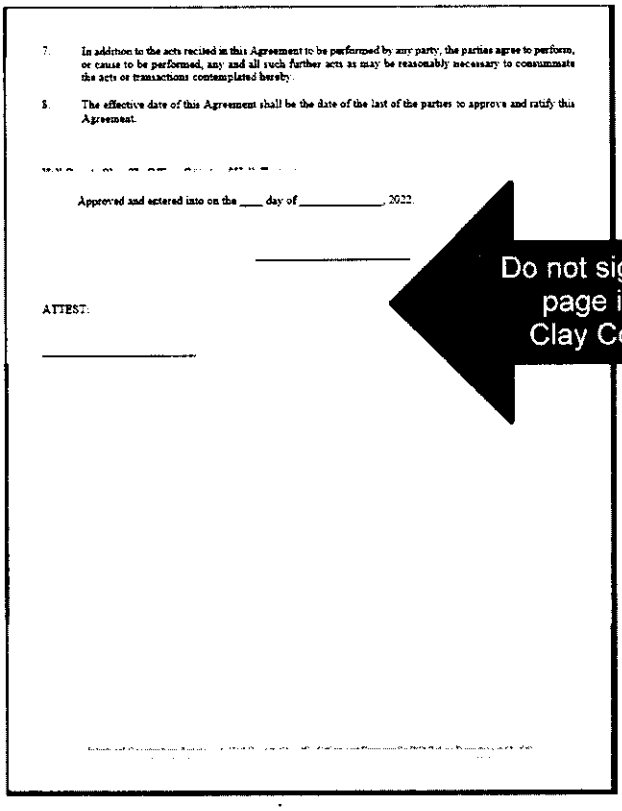

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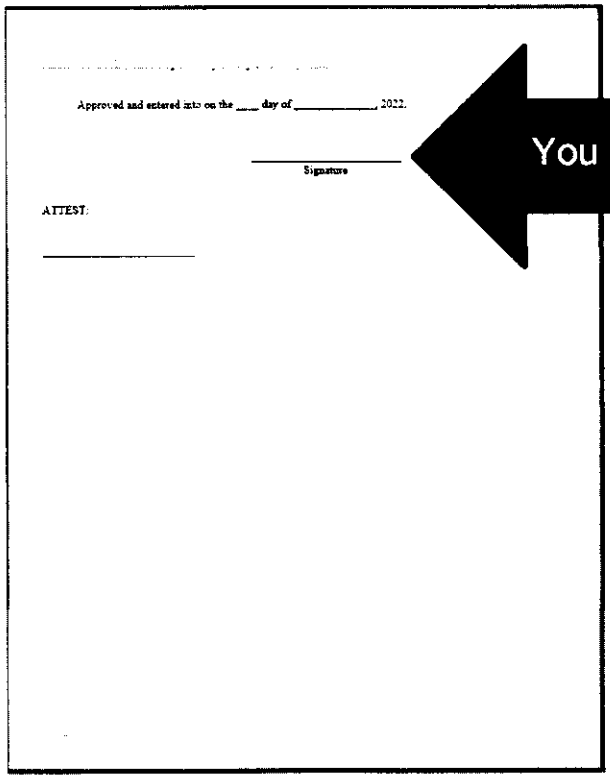
Approved and entered into on the ___ day of _____, 2022.

_____

ATTEST:

_____

Do not sign. This page is for Clay Co. SO



Approved and entered into on the ___ day of _____, 2022.

_____
Signature

ATTEST:

_____

You sign here