

**MEMORANDUM OF  
UNDERSTANDING BETWEEN  
The City of Caney City AND The City of Log Cabin  
Initial 6-month Term 2024**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the City of Caney City, whose address is 15241 Barron Rd., Malakoff, TX 75148-433, and the City of Log Cabin, whose address is 14387 Alamo Drive, Log Cabin, TX 75148.
2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which the City of Log Cabin Police Department will provide Police and/or Ordinance Enforcement services to the City of Caney City.
3. **Term of MOU.** This MOU will be for an initial 6-month period and is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties’ respective municipalities and shall remain in full force and effect until terminated by either party. This MOU may be terminated, without cause, by either party upon 45 days’ written notice, which notice shall be delivered by hand or by certified mail to the address listed above. Changes in term must be in writing as outlined in Section 7A of this MOU.
4. **Responsibilities of City of Caney City.** The City of Caney City agrees to hire the Log Cabin Police Department to provide full-time officers and the department’s resources. The fee for said services are as follows: City of Log Cabin Police Department Services and Ordinance Enforcement services. The City of City Caney City will pay a sum of \$5,000.00 per month for said services beginning on February 1<sup>st</sup>, 2024. All payments will be due on the 1<sup>st</sup> of every month through July 31<sup>st</sup>, 2024, or until this MOU is terminated by either party. The City of Caney City will make available all current police and ordinance enforcement resources to the City of Log Cabin at the sole discretion of the Chief of Police and/or Lieutenant.
5. **Additional Responsibilities of City of Caney City.** The City of Caney City will reimburse the City of Log Cabin for police overtime and exceptional fees associated with major crime investigations. Such investigations are described as, but not limited to, sexual assaults, homicides, robberies, and burglaries. The City of Caney City will also reimburse the City of Log Cabin for the Ordinance Enforcement Officer’s overtime rate of pay if needed to appear in Municipal Court or at other after hour events. The City of Caney City will also reimburse the City of Log Cabin for any costs related to Animal Control enforcement.
6. **Responsibilities for the City Log Cabin City.** The Log Cabin Police Department will provide police and ordinance enforcement services to enforce Caney City’s city codes and ordinances. Log Cabin City Police Chief will attend all council meeting and court hearings. If the Chief is unable to make it, he/she will designate someone to represent the Police Department at said meetings. It is also the Chief of Police’s responsibility to gather all required information if an open records request is submitted to the City of Caney City.
7. **General Provisions.**
  - A. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

- B. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Texas. The courts of the State of Texas shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be in Henderson County, Texas.
- C. **Entirety of Agreement.** This MOU represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- D. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- E. **Sovereign Immunity.** The City of Caney City and the City of Log Cabin and their respective governing bodies do not waive their immunity by entering this MOU, and each fully retains all immunities and defenses provide by law with respect to any action based on or occurring because of this MOU.
- F. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only the party's signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.
- 8. **Signatures.** In witness whereof the parties to this MOU through their duly authorized representatives have executed this MOU on the days below and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

This MOU was approved by the council on January 18<sup>th</sup>, 2024, to allow the following representatives to sign in agreement.

**The City of Caney City**

\_\_\_\_\_  
Steve Pine, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Frank Borden, Mayor Pro Tem

\_\_\_\_\_  
Date

**The City of Log Cabin**

\_\_\_\_\_  
Jennifer Williams, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sam Commينو, Chief of Police

\_\_\_\_\_  
Date

\_\_\_\_\_  
Leara Thorp, City Secretary

\_\_\_\_\_  
Date