

THE STATE OF TEXAS

APPROVAL - CHILD ABUSE LAW  
ENFORCEMENT TASK FORCE  
SERVICES/INTERLOCAL AGREEMENT  
SHERIFF

COUNTY OF COLLIN

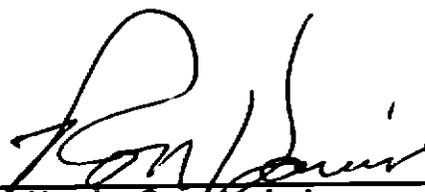
On **March 9, 1998**, the Commissioners' Court of Collin County, Texas, met in **regular session** with the following members present and participating, to wit:

Ron Harris  
Phyllis Cole  
Jerry Hoagland  
Joe Jaynes  
Jack Hatchell

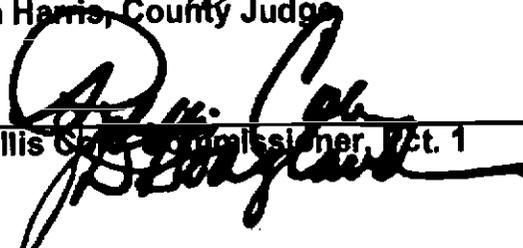
County Judge, Presiding  
Commissioner, Precinct 1  
Commissioner, Precinct 2  
Commissioner, Precinct 3  
Commissioner, Precinct 4

During such session the court considered a request from the Sheriff for approval to enter into a Child Abuse Law Enforcement Task Force Services Interlocal Agreement between the City of Celina and Collin County.

Thereupon, a motion was made, seconded and carried with a majority vote of the court approving the Child Abuse Law Enforcement Task Force Services Interlocal Agreement between the City of Celina and Collin County in order to provide the reporting, investigating and filing of charges for "special crimes" commencing on November 11, 1997 for a period of one (1) year. Same is hereby approved in accordance with the attached agreement, further authorizing the County Judge to execute same.

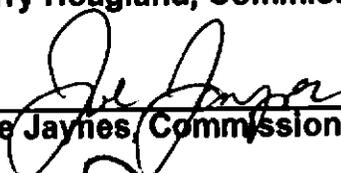


\_\_\_\_\_  
Ron Harris, County Judge

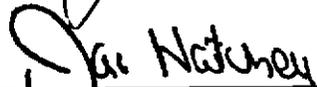


\_\_\_\_\_  
Phyllis Cole, Commissioner, Pct. 1

\_\_\_\_\_  
Jerry Hoagland, Commissioner, Pct. 2

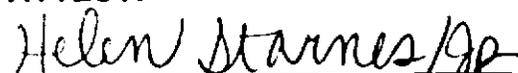


\_\_\_\_\_  
Joe Jaynes, Commissioner, Pct. 3



\_\_\_\_\_  
Jack Hatchell, Commissioner, Pct. 4

ATTEST:

  
\_\_\_\_\_  
Helen Starnes, Ex-Officio Clerk  
Commissioners' Court  
Collin County, TEXAS



Court Order No. 99-128-03-09

INTERLOCAL LAW ENFORCEMENT SERVICES AGREEMENT

THIS AGREEMENT is entered into on the 11<sup>th</sup> day of November, 1997, by and between the City of Celina (the "City") and Collin County, a political subdivision of the State of Texas (the "County").

RECITALS

1. The County operates the Collin County Sheriff's Office which performs law enforcement functions within the County.

2. The City desires to obtain certain law enforcement services from the County that the City is authorized to provide.

Therefore, under the authority of the Interlocal Cooperation Act, Tex. Rev. Civ. Stat. Ann, art. 4413 (32c), the parties agree as follows:

SECTION 1. DEFINITIONS

1.01 Law Enforcement Services. The term "Law Enforcement Services" means all services necessary for the Collin County Sheriff's Office to provide the reporting, investigating and filing charges for special crimes.

1.02 Special Crimes. The term "Special Crimes" means all crimes, relating directly or indirectly, whereby the victim is less than 17 years of age. The crimes include, but not limited to, the Texas Penal Code, Title Five (5) (OFFENSES AGAINST THE PERSON), Chapters 19, 20, 21, 22,

Title Six (6) (OFFENSES AGAINST THE FAMILY) Chapter 25, Title Nine (9) (PUBLIC INDECENCY), Chapter 43.

SECTION 2. TERM

2.01 Term. The term of this Agreement shall commence on the 11<sup>th</sup> day of November, 1997, and shall continue in full force and effect for a period of one (1) year. Either party may elect not to renew the Agreement by giving written notice at least ninety (90) days prior to the end of the original term or any renewed term.

2.02 Termination. Either party may terminate this Agreement by giving ninety (90) days written notice to the other party.

SECTION 3. SERVICES

3.01 Services. The Sheriff's Office agrees to provide all law enforcement services relating to Special Crimes as described in Paragraph 1.02 of this Agreement.

3.02 Manner of Providing Services. The Law Enforcement Services shall be provided by the County in the same manner and within the same response times as such services are provided by the County within its jurisdiction.

3.03 Use of Additional Personnel. The County may utilize the services of individuals whose duties and responsibilities are related to detection, investigation and/or prosecution of violations associated with offenses described in paragraph 1.02 of this Agreement.

SECTION 4. EXCLUSIVITY OF SERVICE.

The parties agree that the County may contract to perform services similar or identical to those specified in this Agreement for such additional governmental or public entities as the County, in its sole discretion, sees fit.

SECTION 5. COMPENSATION.

*During the term of the grant,*

*RGS*

5.01 Law Enforcement Service Charge. *the* City shall not provide any payment to the County for providing the services described in this agreement only. The City will continue payment for any and all charges for services not described in this Agreement.

SECTION 6. CIVIL LIABILITY.

Any civil liability relating to the furnishing of services under this Agreement shall be the responsibility of the City. The parties agree that the County shall be acting as agent for the City in performing the services contemplated by this Agreement.

The City shall hold the County free and harmless from any obligation, costs, claims, judgments, attorneys' fees, attachments, and other such liabilities arising from or growing out of the services rendered to the City pursuant to the terms of this Agreement or in any way connected with the rendering of said services, except when the same shall arise because of the willful misconduct or culpable negligence of the County, and the County is adjudged to be guilty of willful misconduct or culpable negligence by a court of competent jurisdiction.

SECTION 7. AMENDMENT.

This Agreement shall not be amended or modified other than in a written agreement signed by the parties.

SECTION 8. CONTROLLING LAW.

This Agreement shall be deemed to be made under, governed by, and construed in accordance with, the laws of the State of Texas.

SECTION 9. NOTICES.

9.01 Unless otherwise specified all communications provided for in this Agreement shall be in writing and shall be deemed delivered whether actually received or not forty-eight (48) hours after deposit in the United States mail, first class, registered or certified, return receipt requested, with proper postage prepaid or immediately when delivered in person.

9.02 All communications provided for in this Agreement shall be addressed as follows:

(a) if to the County, to:

Ron Harris  
County Judge  
210 S. McDonald  
McKinney, TX 75069

(b) if to the City, to:

Harry Bartlett  
City Administrator  
P.O. Drawer D  
Celina, Tx. 75009

or to such person at such other address as may from time to time be specified in a notice given as provided in this Section 9. In addition, notice of termination of this Agreement by the City shall be provided by the City to the County Judge of Collin County as follows:

The Honorable Ron Harris  
Collin County Judge  
210 So. McDonald  
McKinney, Texas 75069

**SECTION 10. CAPTIONS.**

The headings to the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provision of this Agreement.

**SECTION 11. COUNTERPARTS.**

This Agreement may be executed in counterparts, each of which, when taken separately, shall be deemed an original.

**SECTION 12. EXCLUSIVE RIGHT TO ENFORCE THIS AGREEMENT.**

The County and the City have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

"COUNTY"

COLLIN COUNTY, TEXAS

By: *Ron Lewis*

Title: County Judge

Date: 3/9/98

"CITY"

CITY OF Celina, TEXAS

By: *Justin W. [Signature]*

Title: Mayor Pro Tem

Date: 11/14/97