

INTERLOCAL AGREEMENT: CHILD ABUSE, INVESTIGATION SERVICES, LAW
ENFORCEMENT SERVICES

THIS AGREEMENT is entered into on the 1st day of October, 2009, by and between the Town of Prosper (the "Town") and the Collin County Sheriff's Office, a political subdivision of the State of Texas (the "CCSO").

RECITALS

1. Collin County Sheriff's Office performs law enforcement functions within Collin County.
2. The Town desires to obtain certain law enforcement services from the CCSO that the Town 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. DEFNIITIONS

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 criminal offenses, relating directly or indirectly, whereby the victim is less than 17 years of age and the crime is determined to be a State Jail Felony or above. Lower offenses may be worked with the approval of both parties.

SECTION 2. TERM

2.01 Term. The term of this Agreement shall commence on the 1st of October, 2009, and shall continue in full force and effect for a period of Five (5) years thru 1st October, 2014, unless terminated by either party within (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.

The parties agree that this Agreement will terminate immediately should the Town not have an operating Police Force.

SECTION 3. SERVICES AND SERVICE FEES

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. Town shall pay for Sexual Assault Exams (Normally, these Fees are reimbursed to the Town, by the State of Texas) if required in addition to the Fees annotated in section 5.01: Law Enforcement Service Charge. Additional unusual investigative fees, upon Town approval in each case, may be charged if required for prosecution.

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

3.03 Use of Additional Personnel. The CCSO 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 CCSO may contract to perform services similar or identical to those specified in this Agreement for such additional governmental or public entities as the CCSO, in its sole discretion, sees fit.

SECTION 5. COMPENSATION

5.01 Law Enforcement Service Charge. Beginning with this Agreement, the Town shall provide payment to the County for providing services described in this Agreement. The payment is based upon the population estimates of the Town and that population is based on the most recently published figures obtained from the North Central Texas Council of Governments. Law Enforcement Fees may be adjusted within the Five (5) year period as needed, if deemed necessary due to population increase. On an annual basis, the Town will pay \$4,846.15 to the County for providing the above mentioned services. The Town will continue payment for any and all charges for services not described in this Agreement. The payment is due October 1, 2009 and each year thereafter after on October 1st, for the remainder of the Five (5) year agreement and paid to the Collin County Auditor's Office.

SECTION 6. CIVIL LIABILITY

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

The Town 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 Town 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:
Sheriff Terry G. Box
4300 Community Ave.
McKinney, TX 75071

(c.) if to the County, Copy to:
Keith Self, County Judge
2300 Bloomdale Road
McKinney, TX 75071

(b) if to the Town, to:
Mayor, Town of Prosper
121 W. Broadway
P.O. Box 307
Prosper, TX 75078

(d.) If to the County, Copy to:
Frank Ybarbo, Purchasing Agent
Collin County Administration Building
2300 Bloomdale Road
McKinney, Texas 75071

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 Town shall be provided by the Town to the County Sheriff of Collin County, with copies to the County Judge and Purchasing Department at the addresses listed below:

(a.) Sheriff Terry G. Box
Collin County Sheriff
4300 Community Ave.
McKinney, Texas 75071

(b.) The Honorable Keith Self
Collin County Judge
2300 Bloomdale Road
McKinney, TX 75071

(c.) Frank Ybarbo
Purchasing Agent
Collin County Administration Building
2300 Bloomdale Road
McKinney, TX 75071

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.

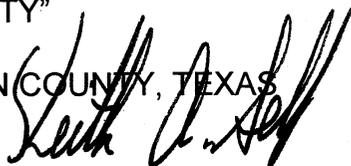
SECTION 12. EXCLUSIVE RIGHT TO ENFORCE THIS AGREEMENT

The County and the Town 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: 

Title: County Judge

Date: 9/10/10/09



"COUNTY"

COLLIN COUNTY, TEXAS

By: 

Title: County Sheriff

Date: 8/26/09

"TOWN"

TOWN OF PROSPER, TEXAS

By:

Title:

Date:

A large, stylized handwritten signature in black ink, written over a horizontal line.

Mayor

6/25/09