

STATE OF TEXAS
COUNTY OF COLLIN

INTERLOCAL COOPERATION AGREEMENT
FOR LAW ENFORCEMENT SERVICES

This Interlocal Cooperation Agreement for Law Enforcement Services (the Agreement) is made by and between Collin County (County) and the Town of St. Paul, a municipal corporation (Town).

WHEREAS, Town desires to contract with County for law enforcement services to be provided by the Collin County Sheriff's Office, as specified herein; and

WHEREAS, County is willing to provide such services under this Agreement;
and

WHEREAS, Town and County desire to use their authority under the Interlocal Cooperation Act, Texas Government Code, Chapter 791, to enter this Agreement;

NOW THEREFORE, Town and County, for mutual consideration, agree as follows:

1. TERM. This Agreement is effective as of October 1, 2017 (the Effective Date), and, subject to the limitations hereof, its term will continue for four years from the Effective Date to the Expiration Date. See Gov't Code, § 791.011(i). Contract Year 1 will run from October 1, 2017, to September 30, 2018. Contract Years 2, 3, and 4 will start on October 1 of each successive year.

2. COUNTY'S OBLIGATIONS.

2.1 Law Enforcement Services. County will, through the Sheriff's Office, provide Town with law enforcement services as described in paragraph 2.5(a) and Exhibit A, in accordance with the Sheriff's Office's policies and procedures and local, state, and federal law (the "services"). These services will include general preventive patrol, answering calls for police assistance, investigations, traffic control and enforcement, and any other services related to law enforcement and the protection of the citizens of Town. County will not generally enforce Town ordinances or permit requirements. Town has no regular police department.

2.2 Planning and Supervision. County will plan, organize, and supervise all tasks and matters that are part of its provision of law enforcement services and County's performance under this Agreement. County will assign, allocate, direct, supervise, and discipline County personnel.

2.3 Town Requests. County will promptly consider all requests from Town received through the Liaison Officer or the Sheriff's Office's communications division (Dispatch) for law enforcement services. County will make every reasonable effort to comply with these requests consistent with: (1) this Agreement, (2) the Sheriff's Office's policies and procedures, and (3) local, state, and federal law.

2.4 County's Liaison Officer. Town may confer with County's Liaison Officer—the Commander of Operations in the Sheriff's Office—about County's performance under this Agreement. The Commander will oversee County's performance and devote sufficient time and attention to reasonably ensure County's proper performance. The Commander and the chain of command will supervise deputies, officers, and employees who provide

County's performance. The Commander and the chain of command will also communicate and coordinate with any deputies, officers, or employees of other sheriff's offices, police departments, or other agencies or entities, who may also provide services along with County.

2.5 Deputies.

a General. County will generally provide the services during the times set forth in Exhibit A. County will dedicate a deputy to patrol the district in which Town is located and take reasonable steps to try to increase the level of law enforcement services provided to this district and to reduce response times to calls for service. County will select and structure shifts and work hours to best serve the district, considering a town's or city's requests, the history and pattern of service calls, reports or occurrences of crime, and other law enforcement or emergency circumstances. During times not specified in Exhibit A, County will continue to provide law enforcement services in the manner and at the level currently provided to other, similarly populated, unincorporated areas in Collin County.

b Body-Worn-Cameras. In 2015, the legislature passed a body-worn-camera program. See Occupations Code, §§ 1701.651–1701.663. If the Sheriff's Office implements a policy to equip patrol deputies generally with body-worn-cameras, then the deputy dedicated to providing services to the patrol district in which Town is located will receive the same equipment.

The County alone will be responsible for complying with state body-worn-camera law, including the provisions related to deputy training, policy, data retention, release of recordings or other information, and reporting. In an incident involving Town, County will provide Town's officials and Town's attorneys and experts with reasonable viewing of any

relevant recordings—including those made by in-vehicle or body-worn cameras—consistent with investigative, law enforcement, or criminal- or civil-defense requirements, including those in section 1701.660 of the Occupations Code. The Sheriff alone will make all decisions about public or other release of records, including decisions under sections 1701.661–1701.663 of the Occupations Code or the Public Information Act, Texas Gov’t Code, chapter 552.

The County will retain all body-worn-camera property at this Agreement’s end.

2.6 Reports of Services. The Sheriff’s Office will provide the Town with written reports of all law enforcement activity within the Town, in form and content that are consistent with the Sheriff’s Office’s policies and procedures.

2.7 Patrol Vehicles.

a General Obligation. County will provide and maintain the Patrol Vehicles to provide services in the patrol district in which Town is located. A “Patrol Vehicle” means the made-ready vehicle together with the installed equipment, including the radio, computer, in-car camera system, technology for internet connectivity, all software and updates, and emergency equipment and decals. County may include radar, in which case it will become part of the Patrol Vehicle. County alone will retain all Patrol Vehicles.

b Initial Patrol Vehicle. County will initially purchase and provide one patrol vehicle, the initial Patrol Vehicle.

c Replacement or New Patrol Vehicles. A “replacement Patrol Vehicle” is one that is purchased or put into service under this Agreement to replace any Patrol Vehicle, including the initial Patrol Vehicle. A “new Patrol Vehicle” is a Patrol Vehicle that is bought and put into service under this Agreement and whose addition results in more than

one vehicle being dedicated to provision of law enforcement services under the Agreement.

d. Additional Patrol Vehicles. Either party may confer with the other about increasing the total number of Patrol Vehicles dedicated to service under this Agreement. If the parties agree that County should buy and add a new Patrol Vehicle, then Town agrees to reimburse County for the new vehicle on terms analogous to the reimbursement terms outlined here, adjusted for the then-prevailing price and circumstances. But once the parties agree to terms and County buys and dedicates a replacement or new Patrol Vehicle to service, then Town has a surviving obligation to pay its reimbursement amount.

e. Replacement Schedule. County will replace the initial or any other Patrol Vehicle whenever County determines the Patrol Vehicle should be replaced considering County policy, which considers a vehicle's condition, use, value, accident or damage history, repair costs, reasonably available replacement and repair options, and estimated remaining useful life for patrol purposes.

3. TOWN'S OBLIGATIONS.

3.1 Payments. Town will pay County the reimbursement amounts for the services to be performed by County as set out in this paragraph and in Exhibits A and B, provided the Town has budgeted sufficient funds on an annual fiscal year basis for Years 2, 3, and 4 to pay for the services from current revenues available to it. The parties agree that the amount of reimbursement to be paid by the Town to the County for the services is an amount that "fairly compensates" the County for the services.

a. Reimbursement Amounts-Patrol Vehicles. Town will pay to County its reimbursement amount, which is \$17,124—or one-quarter of the full cost of the initial

Patrol Vehicle (a sedan) of \$68,496. Town will pay this \$17,124 in four, equal quarterly installments of \$4,281 each, beginning on October 1, 2017.

One Patrol Vehicle will ordinarily remain in service for the patrol district in which Town is located. If the parties agree to dedicate more than one Patrol Vehicle and County must purchase a new vehicle under paragraph 2.7, then Town will pay one-quarter of the new vehicle's cost in four, equal, quarterly installments, beginning on the first day of the next calendar month after the vehicle is first used in service under this Agreement.

b. Reimbursement Amount in Contract Year 1—Deputies. Town will pay to County \$19,094.25—or one-quarter of the cost of a dedicated deputy's annual compensation of \$76,377. Town will pay this \$19,094.25 in four, equal quarterly installments of \$4,773.56 each, beginning on October 1, 2017.

c. Contract Years 2, 3, and 4—Deputies. The parties will negotiate and agree in writing in advance as provided herein to Town's reimbursement amount for deputy compensation for contract Years 2, 3, and 4. The parties will agree to new terms in writing before September 1 of each of Contract years 2, 3, and 4.

d. Reimbursement Amount for Additional Deputies. County will ordinarily dedicate one deputy to provide services under this Agreement. If the parties agree to the dedication of more than one deputy, then Town will reimburse County for its proportionate share of the additional deputy's annual compensation on terms agreeable to the Town in writing.

e. Reimbursement for Extraordinary Services. If Town asks County to provide a higher level of services than County ordinarily provides under this Agreement, then

County will use reasonable efforts to accommodate Town's request and Town agrees to reimburse County for overtime under ¶ 3 to Exhibit A and to negotiate terms to reimburse County for any other extraordinary costs, including costs for fuel or equipment, to provide the extra service.

3.2 Town's Liaison Officer. County will confer with Town's Liaison Officer, the Mayor of the Town of St. Paul, about this Agreement.

4. NOTICE AND CONFERENCE; SUSPENSION OF SERVICES.

4.1 Notice & Conference. If a party believes that the other party has not met, or is not meeting, an obligation under this Agreement, the party will contact the other's Liaison Officer to discuss the issue. If the aggrieved party does not believe that this informal contact, discussion, and ensuing efforts have fixed the issue, then the party will notify the other's Liaison Officer in writing of the party's belief or complaint with reasonable detail to permit the other party to address the issue. The other party will then have a reasonable time to address the issue and improve its performance. The parties should assess a "reasonable time" under the relevant circumstances and about the nature of the issue.

4.2 Suspension. If Town fails to make a payment as required by this Agreement within 30 days of the due date, County may suspend service until payment is received, or County may terminate this Agreement under paragraph 5.

4.3 Notice of Suspension. If County decides that it will suspend service to Town for any reason, including for non-payment of any monies under this Agreement, then County will notify Town's Liaison Officer by telephone and in writing of the date service will be suspended. County will use reasonable efforts to provide notice of at least five calendar days.

5. TERMINATION.

5.1 Notice & Conference. Before a party tries to terminate this Agreement, the party must follow the notice-and-conference procedures in paragraph 4.1.

5.2 Termination by Town. Town may terminate this Agreement by giving 90 days written notice to County. Town is only obligated to pay compensation under this Agreement as may be lawfully made from funds budgeted and appropriated for that purpose during the Town's then-current fiscal year. If sufficient funds are not appropriated in a subsequent fiscal year budget, in the sole discretion of the then-current governing body of the Town, or are not lawfully available to Town to pay the compensation required by this Agreement, this Agreement will terminate at the end of the fiscal year of the Town for which such funds were appropriated.

5.3 Termination by County. County may terminate this Agreement by giving 90 days written notice to Town.

5.4 Recoveries & Remedies. County will make a substantial investment in this Agreement, particularly in purchasing the Patrol Vehicle, staffing the deputy position, and, if it happens, implementing a patrol-wide body-worn-camera program and integrating the dedicated deputy into it. Town must reimburse County for all Patrol Vehicles purchased for service under this Agreement, regardless of when this Agreement ends or is terminated.

If the Agreement ends before the end of a Contract Year, then Town must pay a prorated amount of reimbursement for deputy compensation for the portion of the Year during which County provided services.

If Town terminates the Agreement, then Town will make all payments due within 30

days of the termination.

If County terminates the Agreement in contract Year 1, then Town may pay the reimbursement amount for the Patrol Vehicle under the terms for repayment in Year 1, even if the parties do not otherwise perform under the Agreement. In other words, if County terminates in contract Year 1, then Town's obligation to pay the reimbursement on the terms of paragraphs 3.1(a) survive.

5.5 At this Agreement's expiration or termination, County will provide all reports that are outstanding under paragraph 2.6 within 15 business days of the expiration or termination.

6. LIMITATION OF EXTRAORDINARY REMEDIES. While the parties are entitled to the benefit of their bargain, the parties are not liable to each other for damages more than the benefit of the bargain, whether identified as consequential, incidental, indirect, special, punitive, or exemplary damages or for damages that arise from special circumstances. This provision does not affect either party's rights to remedies set out in this Agreement, including the parties' rights in paragraph 5.4 and County's rights to the reimbursement amounts for Patrol Vehicles and for deputy compensation for all periods County performed under this Agreement.

7. LIABILITY.

This Agreement is made for the express purpose of County providing law enforcement services to Town, which is a governmental function or service within the meaning of sections 791.003(3)(A) and 791.011 of the Government Code.

By entering or performing this Agreement, Town and County waive no sovereign,

statutory, or other immunity or limitation of liability. See Gov't Code, § 791.006(c).

8. NO THIRD-PARTY BENEFICIARIES.

Town and County do not intend to create or confer a benefit on any person or entity, who is not a party to this Agreement. The parties do not intend to create a claim in favor of any person or entity, who is not a party to this Agreement.

To the extent that a party uses insurance or similar coverage or assistance in performing under this Agreement, then "Town" and "County" will be interpreted to include the insurance company or other relevant entity.

9. OTHER.

Each party represents and warrants that the person or persons signing this Agreement have the requisite authority under section 791.011(d)(1) of the Government Code.

Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party within the meaning of section 791.011(d)(3) of the Government Code or other provision.

Texas law will govern this Agreement and the relationship between, and claims and defenses of, the parties. See Gov't Code, § 791.012.

This Agreement has been duly approved by the governing body of each party and the undersigned officer authorized to execute the same on behalf of the party represented. This Agreement may only be amended by a subsequent written agreement approved by the governing body of each party and executed by its authorized officer.

The parties will treat a photocopy of this agreement as an original copy for all purposes.

10. NOTICES.

A party will send any notice required under this Agreement by the United States Postal Service, Certified Mail, Return Receipt Requested to the following:

If to Town:

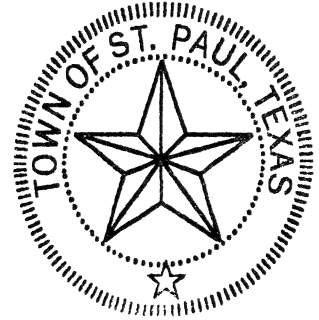
Bob London

Town of St. Paul

2505 Butscher's Block St. Paul,

Texas 75070

townofstpaul@verizon.net



If to Collin County:

Collin County Sheriff's Office

Commander of Operations 4300

Community Blvd.

McKinney, Texas 75071

mlangan@co.collin.tx.us

With copy to:

Collin County Purchasing Agent

2300 Bloomdale Road, Ste.

3160

McKinney, Texas 75071

shoglund@co.collin.tx.us

AGREED TO:

COLLIN COUNTY

Judge Keith Self

2300 Bloomdale Road

McKinney, TX 75071

Date:

TOWN OF ST. PAUL

Town of St. Paul

2505 Butscher's Block

St. Paul, TX 75098

Date:

EXHIBIT A
TO INTERLOCAL COOPERATION AGREEMENT
FOR LAW ENFORCEMENT SERVICES

This Exhibit A is incorporated into the Interlocal Cooperation Agreement for Law Enforcement Services between Collin County (County) and the Town of St. Paul (Town) dated 11-13-2017 (the Agreement), and has the same force and effect as if originally written into the text of the Agreement.

1. Hours of Service. Pursuant to the Agreement, County will dedicate one deputy per shift to provide law enforcement services to the patrol district in which Town is located. County will determine the shifts or days and times for the provision of services.
2. Vacation, Compensation, Personal and Sick Time. The policies of the County and the Sheriff's Office regarding vacation, compensation, and time off will apply to the deputies who provide the services under this Agreement.
3. The parties will review and evaluate this Exhibit's terms and provisions each quarter. The parties may change or edit these terms as agreed. If the parties agree to dedicate more than one deputy to provide services to Town under this Agreement, then Town will agree to reimbursement per paragraph 3.1 and Exhibit A.

EXHIBIT B
TO INTERLOCAL COOPERATION AGREEMENT
FOR LAW ENFORCEMENT SERVICES

This Exhibit B is incorporated into the Interlocal Cooperation Agreement for Law Enforcement Services between Collin County (County) and the Town of St. Paul (Town) dated 1/13/2017 (the Agreement), and has the same force and effect as if originally written into the text of the Agreement.

Under this Agreement, County will purchase and provide the initial Patrol Vehicle to provide law enforcement services to the patrol district in which Town is located. Depending on circumstances, County may buy and dedicate a replacement or new Patrol Vehicle as well. A "Patrol Vehicle" means the vehicle together with the installed equipment, including computer, radar, camera, emergency equipment, technology for internet connectivity, and all software and updates, if any.

1. In Contract Year 1—October 1, 2017 to September 30, 2018—Town will reimburse County one-quarter of the full cost of the initial Patrol Vehicle and the compensation for the dedicated deputy. Town will pay the following reimbursement amounts in four equal quarterly payments:

Initial Patrol Vehicle	$\$68,496 / 4 =$	\$17,124.00
Deputy	$\$76,377 / 4 =$	<u>\$19,094.25</u>
		\$36,218.25
Total		

Each quarterly payment will be $\$36,218.25 / 4 = \$9,054.56$.

County pays its sheriff's deputies in Patrol:

starting \$76,377,
mid \$87,164, and
max \$97,951

In Contract Year 1, Town will reimburse County for one-quarter of the costs associated with dedicating a deputy to provide the services under this Agreement. The deputy performing the services under this Agreement will be a starting deputy. The deputy's pay level may change in Contract Year 2, 3, or 4.

2. In contract Year 2—October 1, 2018 to September 30, 2019—Town will reimburse County for one-quarter of the cost of the dedicated deputy at the deputy's salary level for October 1, 2018. The parties will negotiate the reimbursement amount for Year 2 and will agree in writing before September 1, 2018.
3. In contract Year 3—October 1, 2019 to September 30, 2020—Town will reimburse County for one-quarter of the cost of the dedicated deputy at the deputy's salary level for October 1, 2019. The parties will negotiate the reimbursement amount for Year 3 and will agree in writing before September 1, 2019.
4. In contract Year 4—October 1, 2020 to September 30, 2021—Town will reimburse County for one-quarter of the cost of the dedicated deputy at the deputy's salary level for October 1, 2020. The parties will negotiate the reimbursement amounts for Year 4 and will agree in writing before September 1, 2020.

TOWN OF ST. PAUL, TEXAS

RESOLUTION NO. 17-11-13B

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF ST. PAUL, TEXAS AUTHORIZING THE TOWN MAYOR TO ENTER INTO AN INTERLOCAL COOPERATION AGREEMENT WITH THE COUNTY UNDER THE INTERLOCAL COOPERATION ACT, TEXAS GOVERNMENT CODE, CHAPTER 791, FOR LAW ENFORCEMENT SERVICES.

WHEREAS, the Town and the County have agreed that they can, pursuant to the provisions of an interlocal agreement entered in accordance with Chapter 791 of the Texas Government Code, provide for such functions and/or services; and

WHEREAS, the functions and/or services contemplated to be performed by Collin County, Texas, as described herein, are governmental functions and/or services contemplated by the terms of the Act and are functions and/or services which each of the parties hereto have independent authority to pursue, notwithstanding the Agreement; and,

WHEREAS, the Town Council of the Town of St. Paul, having determined that the interlocal cooperation agreement presented by the County will provide a benefit to the Town and the health, safety, and welfare of the citizens of St. Paul, finds it to be in the public interest to enter into this agreement with the County regarding law enforcement services.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF ST. PAUL, TEXAS, THAT:

SECTION 1. The mayor is hereby authorized to sign on behalf of the Town the interlocal cooperation agreement with the County in the form attached hereto as Exhibit "A" and made a part hereof for all purposes, which Agreement is in all respects approved by the Town Council.

SECTION 2. This resolution shall have an effective date retroactive to October 1, 2017 immediately upon approval, and is accordingly so resolved.

Duly passed and approved by the Town Council of the Town of St. Paul, Texas this 13th day of November, 2017.

APPROVED: *Opie Walter*
Opie Walter, Mayor

ATTEST: *Robert A. London*
Robert A. London, Town Secretary

