

Interlocal Agreement Regarding a Trailer for LPR Technology

1. **Purpose and Authority.** By their authority under the Interlocal Cooperation Act, Government Code, chapter 791, Collin County and Rockwall County enter this agreement for the purchase, lease, and use of a trailer and the purchase and use of two license-plate readers (LPRs). The Counties expect to use the trailer and LPRs during joint efforts of the North Texas Sheriffs' Criminal Interdiction Unit (NTXCIU) in which both the Collin County Sheriff's Office and the Rockwall County Sheriff's Office participate. But either County may separately use the trailer and LPRs as set out in this Agreement. Collin and Rockwall Counties are also parties to the Mutual-Aid Agreement for Cooperation on Law-Enforcement Efforts between Sheriff's Offices in Various Texas Counties, and the Counties and a court or other authority should interpret this Agreement in conjunction with the mutual-aid agreement.

2. **Collin County's Obligations and Rights**

Collin County will purchase a trailer that is capable of holding two LPRs.

Collin County will also purchase an ELSAG LPR. Collin County will be responsible for all licenses, subscriptions, and fees for maintaining access to ELSAG's database for this Agreement's term.

Collin County will be responsible for each license or other right or form of permission needed by its deputies or employees to access the ELSAG and Vigilant database (maintained by Rockwall County as discussed below).

Collin County will retain ownership of the trailer and the ELSAG LPR. Collin County will maintain the ELSAG LPR and will generally maintain the trailer, subject to Rockwall County's duty to supply fuel, oil, and routine maintenance when its deputies, employees, or agents use the trailer (discussed below).

Collin County will provide collision and property insurance for the trailer's and the ELSAG LPR's cost or reasonably insurable value. Alternatively, Collin County will include the trailer and LPR in the County's self-insurance program for similar law-enforcement vehicles. In the event of damage or loss to the trailer or ELSAG LPR, the County will pursue its insurance rights or use its resources to repair or replace the trailer or LPR.

Collin County will attach the ELSAG LPR to the trailer according to the design and standards of the manufacturers of the trailer and ELSAG LPR. The ELSAG LPR will retain its character as separate personal property, despite its attachment to the trailer. The LPR will not be permanently affixed to the trailer.

Collin County has the right to use the trailer, equipped with both LPRs, approximately one-half of the time during the trailer's reasonably expected lifespan. The Counties' Sheriff's Offices will reasonably cooperate to schedule and share use of the trailer, equipped with the two LPRs, so that each County is able to use the trailer approximately one-half of the time during the trailer's reasonably expected lifespan. The time that the trailer is used during a joint effort of the NTXCIU

in which both Sheriff's Offices participate will count equally for the time that each County is entitled to use the trailer.

When Collin County deputies, employees, or agents use or store the trailer and LPRs, they will comply with all law, Collin County's policies, and the same standards of conduct that they use in operating or storing and securing other law-enforcement vehicles and equipment of comparable type and value. When Collin County's deputies, employees, or agents use the trailer and LPRs, Collin County is responsible for the fuel, oil, and routine maintenance of the trailer. Collin County is responsible for complying with all computer- or network-security laws or policies, including CJIS regulations or policies, which may apply to joint efforts involving the use of the trailer or LPRs.

3. Rockwall County's Obligations and Rights

Rockwall County will purchase a Vigilant LPR. Rockwall County will be responsible for all licenses, subscriptions, and fees for maintaining access to Vigilant's database for this Agreement's term.

Rockwall County will retain ownership of the Vigilant LPR. Rockwall County will maintain the Vigilant LPR.

Rockwall County will be responsible for each license or other right or form of permission needed by its deputies or employees to access the Vigilant and ELSAG database (maintained by Collin County as discussed above).

Rockwall County will provide collision and property insurance for the Vigilant LPR's cost or reasonably insurable value. Alternatively, Rockwall County will include the LPR in the County's self-insurance program for similar law-enforcement vehicles. In the event of damage or loss to the LPR, the County will pursue its insurance rights or use its resources to repair or replace the LPR.

Rockwall County will attach the Vigilant LPR to the trailer according to the design and standards of the manufacturers of the trailer and Vigilant LPR. The Vigilant LPR will retain its character as separate personal property, despite its attachment to the trailer. The LPR will not be permanently affixed to the trailer.

Rockwall County will pay Collin County a fee of \$11,842.50, or one-half of the trailer's purchase price, as a lease fee for the right to use the trailer, equipped with the two LPRs, approximately one-half of the time during the trailer's reasonably expected lifespan. Rockwall County may pay the fee in up to four equal payments once a month on the first business day of the month, starting the first full month after the second County to sign this Agreement signs it. Otherwise, chapter 2251 of the Government Code will govern the terms of payment.

Rockwall County expects to use forfeiture funds under chapter 59 of the Code of Criminal Procedure to pay this fee. The Counties agree that this use complies with article 59.06 of the Code and that the fee fairly compensates Collin County under section 791.011(e) of the Government Code.

After it fully pays the fee, Rockwall County has the right to use the trailer, equipped with both LPRs, approximately one-half of the time during the trailer's reasonably expected lifespan. The Counties' Sheriff's Offices will reasonably cooperate to schedule and share use of the trailer, equipped with the two LPRs, so that each County is able to use the trailer approximately one-half of the time during the trailer's reasonably expected lifespan. The time that the trailer is used during a joint effort of the NTXCIU in which both Sheriff's Offices participate will count equally for the time that each County is entitled to use the trailer.

When Rockwall County deputies, employees, or agents use or store the trailer and LPRs, they will comply with all law, Rockwall County's policies, and the same standards of conduct that they use in operating or storing and securing other law-enforcement vehicles and equipment of comparable type and value. When Rockwall County's deputies, employees, or agents use the trailer and LPRs, Rockwall County is responsible for the fuel, oil, and routine maintenance of the trailer. Rockwall County is responsible for complying with all computer- or network-security laws or policies, including CJIS regulations or policies, which may apply to joint efforts involving the use of the trailer or LPRs.

4. Reciprocal Duties to Reasonably Cooperate

Each County will reasonably cooperate with the other in performing under this Agreement, including in (a) scheduling and using the trailer and the LPRs, (b) accessing or using the databases related to the ELSAG LPR and the Vigilant LPR, (c) sharing information with one another from these databases, and (d) protecting confidential information under section 5.

The Counties will also routinely communicate about the trailer's and LPRs' maintenance and condition. If a County somehow pays or incurs an expense (*e.g.*, for a repair or addition to) the other County's trailer or LPR beyond an expense incurred in discharging the County's normal duty to provide fuel, oil, and routine maintenance, storage, and security when the trailer and LPRs are in that County's possession, then the other County will reasonably reimburse the other for such unusual expense. A County will use reasonable effort to confer with the other before paying or incurring such an unusual expense.

5. Confidential Information

A County may designate information as confidential by any reasonable method. A County will protect the other's confidential information by the same methods it protects its own. A County should not designate any information as confidential that is covered by a transparency law, such as the Open Meetings Act or the Public Information Act, Gov't Code, chapters 551 and 552, unless the information falls under an exception (*e.g.*, the law-enforcement-information exception, Gov't Code, § 552.108; Tex. Att'y Gen. OR2015-22157; Tex. Att'y Gen. ORD 143 (1976), or the attorney-client-privilege exception, Gov't Code, § 552.107; Tex. Att'y Gen. ORD 676 (2002)).

6. **Other**

a. **Term**

This Agreement's effective date will be the day on which the second County to sign the Agreement signs it. The Agreement's first term will end on September 30, 2018. The Agreement will automatically renew every two years on October 1 for a two-year term.

b. **Withdrawal and Termination**

A County may withdraw from this Agreement for any reason by providing the other with 30 days' written or email notice. Withdrawal does not affect the withdrawing County's obligations to pay the fee under section 3 or a reimbursement amount under section 4.

c. **Authorized Persons.** Each County represents and warrants that the person or persons signing this Agreement has the requisite authority under section 791.011(d)(1) of the Government Code.

d. **Current Revenues.** Each County 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. The Counties agree that funds currently held in a forfeiture account under chapter 59 of the Code of Criminal Procedure are current revenues.

e. **Disputes.** The Counties will resolve disputes under section 14(c) of the Mutual-Aid Agreement for Cooperation on Law-Enforcement Efforts between Sheriff's Offices in Various Texas Counties.

f. **Non-Party Beneficiaries.** Collin and Rockwall Counties are the only parties and chief intended beneficiaries to this Agreement. The Counties do not intend to create a right or claim for a non-party to sue to enforce a right under this Agreement or for alleged damages arising from an alleged breach of this Agreement. The parties also do not intend to enter a joint enterprise so as to create a right or claim in favor of another person by virtue of this Agreement alone. *See* Tex. Gov't Code, § 791.006(d).

g. **Integration.** This agreement is integrated only with respect to the provisions included here. Otherwise, a court or other authority should interpret and enforce this Agreement in conjunction with the Mutual-Aid Agreement for Cooperation on Law-Enforcement Efforts between Sheriff's Offices in Various Texas Counties. The mutual-aid agreement supplies all terms on topics not definitively addressed here.

h. **Governing Law.** Texas law will govern this Agreement and the relationship between, and claims and defenses of, the Counties, except where federal law governs a specific issue (*e.g.*, federal forfeiture or CJIS regulations). *See* Gov't Code, § 791.012.

i. **Notice.**

In addition to the parties' communications through their liaison officers and deputies under the mutual-aid agreement, each party may notify the other under this Agreement, and will notify the other of a serious dispute or an intention to file litigation at:

If to Rockwall County:
Sheriff Harold Eavenson
Rockwall County Sheriff's Office
950 TL Townsend Drive
Rockwall, TX 75087
heavenson@rockwallcountytexas.com
972.204.7001

If to Collin County:
Sheriff Jim Skinner
Collin County Sheriff's Office
4300 Community Blvd.
McKinney, Texas 75071
sheriffskinner@co.collin.tx.us
972.547.5100

With copy to:
Collin County
Purchasing Department
2300 Bloomdale, Ste 3160
McKinney, TX 75071
purchasing@co.collin.tx.us
972-548-4165

j. No waiver of Immunities

By signing this Agreement, no County waives any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Likewise, the Counties do not create any obligations, expressed or implied, other than those set forth here.

k. Compliance with Law

Each County will observe and abide by all applicable law. If a change in, or amendment to, a law requires the parties to amend this Agreement, then the parties will reasonably cooperate to make necessary amendments.

l. Severability

This Agreement's provisions are severable. If a court or other authority determines that any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is void or unenforceable or any reason, then the court or other authority will enforce the Agreement's remaining portions as if the invalid portions had never been included.

m. Assignment

A County will not assign its rights or obligations under this Agreement, in whole or in part, to another person or entity without first obtaining the other County's written consent. If a County asks the other for such consent, then the County will provide adequate information for the other to evaluate the request and will promptly respond to reasonable requests for additional information. A County will not unreasonably withhold consent.

n. **Amendment**

No County will attempt to enforce a purported amendment to this Agreement that is not properly documented and approved by each party's governing body under section 791.011(d)(1) of the Government Code.

o. **Attorney's Fees**

In the event of a dispute under or related to this Agreement, each County will bear its own attorney's fees and costs, except where attorney's fees or costs are an element of damages for a breach of section 11 of the Mutual-Aid Agreement for Cooperation on Law-Enforcement Efforts Between Sheriff's Offices in Various Texas Counties.

p. **No Partnership or Agency**

The Counties have not created a partnership by virtue of this Agreement. This Agreement does not make one County the other's partner, agent or legal representative. It does not create any fiduciary relationship between them for any purpose whatsoever. No County has any authority to act for, or to assume any obligations or responsibility on behalf of, the other except as may be, from time to time, agreed upon in writing between the Counties or as provided in this Agreement.

7. **Definitions**

CJIS means Criminal Justice Information Systems or Services. CJIS policy includes the U.S. Dept. of Justice, Criminal Justice Information Services (CJIS) Security Policy, version 5.6 (June 5, 2017), CJISD-ITS-DOC-08140-5.6, *available at* <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>.

Mutual-Aid Agreement for Cooperation on Law-Enforcement Efforts between Sheriff's Offices in Various Texas Counties means the mutual-aid agreement signed by Collin and Rockwall Counties in September 2017, under chapter 362 of the Local Government Code. The Collin County Commissioners Court, for example, approved the agreement in Order No. 2017-668-09-11 (Sept. 11, 2017). Other counties have joined afterwards.

"**Will**," as in "a County will . . .," imposes a duty and may be read as "shall." *See* Gov't Code, § 311.016(2). "**May**," as in "a County may . . .," creates a discretionary authority. *See id.* § 311.016(1).

