

STATE OF TEXAS
COUNTY OF COLLIN

INTERLOCAL COOPERATION AGREEMENT
FOR LAW-ENFORCEMENT SERVICES

This Interlocal Cooperation Agreement for Law-Enforcement Services (Agreement) is made by and between Collin County (County), and the Town of New Hope, a Texas general law municipality (Town).

WHEREAS, Town desires to contract with County for law-enforcement services to be provided by the Collin County Sheriff's Office, as specified; 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 of the Texas Government Code, chapter 791; and

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 its term will continue for four years from the Effective Date to the Expiration Date. *See* Tex. 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 in accordance with paragraph 2.5(a) and Exhibit A of this Agreement, the Sheriff's Office's policies and procedures and local, state, and federal law. Law-enforcement services include but is not limited to 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 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 increase the level of law-enforcement services provided to this district and to reduce response times to calls for service. This increase of level of law-enforcement service is from the normal, usual, or ordinary level of patrol services is one deputy patrolling the district in three (3) eight-hour shifts per day. County will select and structure shifts and work hours to best serve the district, in light of 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 Texas Occupations Code, §§ 1701.651–1701.663.* If and when 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.

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 Texas 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 Texas Occupations Code or the Public Information Act, Texas Gov't Code, chapter 552.

County alone will retain all body-worn-camera property at this Agreement's end.

2.6 Reports of Services. The Sheriff's Office will provide 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, dedicated to providing services to Town under this Agreement. 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 provide services to Town under this 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 in writing that County should buy and add a new Patrol Vehicle, then Town agrees to reimburse County for the new Patrol Vehicle pursuant to the reimbursement terms in paragraph 3.1(a), adjusted for the then-prevailing price and circumstances, including but not limited to whether the new Patrol Vehicle will also be dedicated to providing services to other towns or cities. 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 according to 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 set out in this paragraph and in Exhibit A.

a. **Reimbursement Amounts—Patrol Vehicles.** Town will pay to County its **vehicle-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 annual installments of \$4,281 each, on (1) October 1, 2017, (2) October 1, 2018, (3) October 1, 2019, and (4) October 1, 2020.

One Patrol Vehicle will 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 its reimbursement amount of 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—Deputies.** Town will pay to County its **deputy-reimbursement amount**, which is \$19,094.25—or one-quarter of the cost of a dedicated deputy's annual compensation of \$76,377. Over the agreement's four years, Town's reimbursement share for the deputy's compensation will be \$76,377 (19,094.25 x 4). Town will pay this \$76,377 in four, equal annual installments of \$19,094.25 each, on (1) October 1, 2017, (2) October 1, 2018, (3) October 1, 2019, and (4) October 1, 2020.

c. **Town's Total Annual Reimbursement Payments.** Under section 3.1(a) and (b), Town will make its total annual reimbursement payment of \$4,281 plus \$19,094.25 = **\$23,375.25**, on (1) October 1, 2017, (2) October 1, 2018, (3) October 1, 2019, and (4) October 1, 2020. With one patrol vehicle and one deputy, Town's **total reimbursement amount is \$93,501**. Again, however, Town's reimbursement payment could increase if Town agrees to the dedication of additional vehicles under paragraphs 2.7(d) and 3.1(a).

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 pursuant to terms in paragraph 3.1(b), adjusted for the then-prevailing costs and circumstances.

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 New Hope—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 with regard to 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 advance 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.

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.

a. **Prorated Reimbursement.** 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 during which County provided services.

b. **Payments Due.** If Town terminates the Agreement, then Town will make all payments due within 30 days of the termination.

c. **Termination in Year 1.** 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 pursuant to paragraph 3.1(a), even if the parties do not otherwise perform under this Agreement.

5.5 At the expiration or termination of this Agreement, 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 in excess of 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 Texas Government Code.

By entering or performing this Agreement, Town and County waive no sovereign, statutory, or other immunity or limitation of liability. *See* Tex. 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.

a. **Representations.** 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 Texas Government Code.

b. **Payment Funds.** 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 Texas Government Code or other provision.

c. **Governing Law.** This Agreement, including claims and defenses arising from this Agreement, shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties are expressly deemed performable in Collin County, Texas. *See* Tex. Gov't Code, § 791.012.

d. **Photocopies.** 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:

Town of New Hope
Attn: Mayor
P.O. Box 562
McKinney, Texas 75070
Mayor@NewHopeTx.gov

With copy to:

Secretary@NewHopeTx.gov

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:

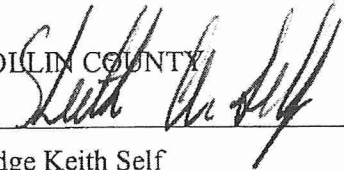
Collin County Purchasing Agent
2300 Bloomdale Road, Ste. 3160
McKinney, Texas 75071
shoglund@co.collin.tx.us

11. EFFECTIVE DATE.

This Agreement shall be effective from and after the last date of execution by a party to this Agreement.

IN WITNESS WHEREOF each of the parties has cause this Agreement to be executed by its duly authorized representation in multiple copies, each of equal dignity, on the date or dates indicated below.

AGREED TO:

COLLIN COUNTY
 9/19/17

Judge Keith Self

Date

2300 Bloomdale Road

McKinney, TX 75071

TOWN OF NEW HOPE,
a Texas general law municipality


By:  _____ 9/26/17
Jess Herbst, Mayor Date
121 Rockcrest Road
New Hope, TX 75071

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 New Hope (Town) dated October 1, 2017 the Agreement), and has the same force and effect as if originally written into the text of the Agreement.

1. **Hours of Service.** The County will generally assign one deputy to provide law-enforcement services full-time to the patrol district in which the Town is located. In general, the County deploys deputies in three eight-hour shifts per day. County will determine the shifts or days and times for the provision of services. Under paragraph 2.5, County is taking steps to increase the level of law-enforcement services to the district.
2. **Overtime.** A deputy's full-time work week is 40 hours. In the event overtime pay is due to a dedicated deputy because of a request by Town for particular services under this Agreement, Town will reimburse County for such overtime pay of 1.5 times the regular pay rate, according to County's pay rate and policies.
3. The parties will review and evaluate this Exhibit's terms and provision 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 and other terms pursuant to those in paragraph 3.1 and Exhibit A.