

STATE OF TEXAS

COUNTY OF COLLIN

JOINT INTERLOCAL COOPERATION AGREEMENT FOR LAW-ENFORCEMENT SERVICES

This Joint Interlocal Cooperation Agreement for Law-Enforcement Services (the Agreement) is made by and between Collin County (County), and McKinney Municipal Utility District No. 1 of Collin County (MUD 1) and McKinney Municipal Utility District No. 2 of Collin County (MUD 2), each a political subdivision of the State of Texas.

WHEREAS, pursuant to Section 49.216, Texas Water Code, MUD 1 and MUD 2 are authorized to contract for peace officers; and

WHEREAS, MUD 1 and MUD 2 desire to contract with County for law-enforcement services to be provided by the Collin County Sheriff's Office, as specified; and

WHEREAS, MUD 1 and MUD 2 agree to be held jointly and severally liable for the obligations and provisions contemplated within this Agreement; and

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

WHEREAS, MUD 1, MUD 2 and County desire to use their authority under the Interlocal Cooperation Act of the Texas Government Code, chapter 791; and

NOW THEREFORE, MUD 1, MUD 2 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* 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 MUD 1 and MUD 2 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. 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 MUD 1 and MUD 2. County will not generally enforce MUD 1 or MUD 2 ordinances or permit requirements. MUD 1 and MUD 2 have 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 **MUD 1 and MUD 2 Requests.** County will promptly consider all requests from MUD 1 and MUD 2 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.** MUD 1 and MUD 2 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 MUD 1 and MUD 2 are located and take reasonable steps to try to increase the level of law-enforcement services provided to MUD 1 and MUD 2 and to reduce response times to calls for service in MUD 1 and MUD 2. County will select and structure shifts and work hours to best serve MUD 1 and MUD 2, in light of MUD 1 and MUD 2'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 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 patrol in MUD 1 and MUD 2 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 MUD 1 or MUD 2, County will

provide MUD 1 and MUD 2's officials and MUD 1 and MUD 2'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.

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 MUD 1 and MUD 2 with written reports of all law-enforcement activity within MUD 1 and MUD 2, 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 MUD 1 and MUD 2 are located. A "Patrol Vehicle" means the make-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 provide 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 MUD 1 and MUD 2 agree 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 MUD 1 and MUD 2 have 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 in light of 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. MUD 1 AND MUD 2'S OBLIGATIONS.

3.1 **Payments.** MUD 1 and MUD 2 will pay County the reimbursement amounts set out in this paragraph and in Exhibits A and B.

a. **Reimbursement Amounts—Patrol Vehicles.** MUD 1 and MUD 2 will pay to County its **reimbursement amount**, which is \$34,248—or one-half of the full cost of the initial Patrol Vehicle (a sedan) of \$68,496. MUD 1 and MUD 2 will pay this \$34,248 in four, equal quarterly installments of \$8,562 each, beginning on October 1, 2017.

One Patrol Vehicle will ordinarily remain in service for patrol within MUD 1 and MUD 2. If the parties agree to dedicate more than one Patrol Vehicle and County must purchase a new

vehicle under paragraph 2.7, then MUD 1 and MUD 2 will pay its reimbursement amount of one-half 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 Year 1—Deputies.** MUD 1 and MUD 2 will pay to County its **reimbursement amount**, which is \$38,188.50—or one-half of the cost of a dedicated deputy's annual compensation of \$76,377. MUD 1 and MUD 2 will pay this \$38,188.50 in four, equal quarterly installments of \$9,547.13 each, beginning on October 1, 2017.

c. **Reimbursement Amounts in Years 2, 3, and 4—Deputies.** The parties will negotiate and agree to MUD 1 and MUD 2's reimbursement amount for deputy compensation for contract Years 2, 3, and 4, parallel to the calculations in paragraph 3.1(b). The parties will try to agree to new terms in writing before October 1 of each contract year.

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 MUD 1 and MUD 2 will reimburse County for its proportionate share of the additional deputy's annual compensation on terms parallel to those here, adjusted for the then-prevailing costs and circumstances.

e. **Reimbursement for Extraordinary Services.** If MUD 1 and MUD 2 ask County to provide a higher level of services than County ordinarily provides under this Agreement, then County will use reasonable efforts to accommodate MUD 1 and MUD 2's request and MUD 1 and MUD 2 agree 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 **MUD 1 and MUD 2's Liaison Officer.** County will confer with MUD 1 and MUD 2's Liaison Officer—the General Manager of Trinity Falls—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 MUD 1 and MUD 2 fail 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 MUD 1 and MUD 2 for any reason, including for non-payment of any monies under this Agreement, then County will notify MUD 1 and MUD 2'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 MUD 1 and MUD 2.** MUD 1 and MUD 2 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 MUD 1 and MUD 2.

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. MUD 1 and MUD 2 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 MUD 1 and MUD 2 must pay a prorated amount of reimbursement for deputy compensation for the portion during which County provided services.

If MUD 1 and MUD 2 terminate the Agreement, then MUD 1 and MUD 2 will make all payments due within 30 days of the termination.

If County terminates the Agreement in contract Year 1, then MUD 1 and MUD 2 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 MUD 1 and MUD 2's rights to pay 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 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 MUD 1 and MUD 2, 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, MUD 1, MUD 2 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. MUD 1, MUD 2 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 "MUD 1," "MUD 2" 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.

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

11. 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 MUD 1 or MUD 2:

McKinney Municipal Utility District No. 1 of Collin County
c/o Sanford Kuhl Hagan Kugle Parker Kahn LLP

Attn: Joshua J. Kahn

1980 Post Oak Boulevard, Suite 1380

Houston, Texas 77056

kahn@sklaw.us

McKinney Municipal Utility District No. 2 of Collin County
c/o Sanford Kuhl Hagan Kugle Parker Kahn LLP

Attn: Joshua J. Kahn

1980 Post Oak Boulevard, Suite 1380

Houston, Texas 77056

kahn@sklaw.us

With copy to:

Jim Baker

7801 Trinity Falls Parkway

McKinney, Texas 75071

jimb@johnsondev.com

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

Keith Self 9/12/17

Judge Keith Self Date

2300 Bloomdale Road

McKinney, TX 75071

MUD 1

MCKINNEY MUNICIPAL UTILITY

DISTRICT NO. 1 OF COLLIN COUNTY

John Stewart

JOHN STEWART VP 8-9-17

Name Title Date

1980 Post Oak Boulevard, Suite 1380

Houston, Texas 77056

MUD 2

MCKINNEY MUNICIPAL UTILITY

DISTRICT NO. 2 OF COLLIN COUNTY

Ian McDuffee

Ian McDuffee VP 8-9-17

Name Title Date

1980 Post Oak Boulevard, Suite 1380

Houston, Texas 77056

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 McKinney Municipal Utility District No. 1 of Collin County (MUD 1) and McKinney Municipal Utility District No. 2 of Collin County (MUD 2) dated _____, 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 to provide law-enforcement services to MUD 1 and MUD 2. The deputy will generally provide services to this district 40 hours per week, with overtime and Time Off as discussed below. County will determine the shifts or days and times for the provision of services.

2. **Vacation, Compensation, Personal and Sick Time.** The dedicated deputy may use vacation, compensation (“comp”), personal, and sick time accrued or allowed pursuant to the policies and procedures of the Collin County Sheriff’s Office (Time Off). MUD 1 and MUD 2 acknowledge and agree that County will not provide alternate personnel during the deputy’s Time Off. Otherwise, Time Off does not alter MUD 1 and MUD 2’s obligations under this Agreement. County will notify MUD 1 and MUD 2 of a deputy’s scheduled Time Off in advance when possible.

3. **Overtime.** In the event overtime pay is due to a dedicated deputy because of a request by MUD 1 and MUD 2 for particular services under this Agreement, MUD 1 and MUD 2 will reimburse County for such overtime pay.

4. 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 MUD 1 and MUD 2 under this Agreement, then MUD 1 and MUD 2 will agree to reimbursement and other terms parallel to those in 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 McKinney Municipal Utility District No. 1 of Collin County (MUD 1) and McKinney Municipal Utility District No. 2 of Collin County (MUD 2) dated _____, 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 MUD 1 and MUD 2. 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—MUD 1 and MUD 2 will reimburse County for one-half of the full cost of the initial Patrol Vehicle and the compensation for the dedicated deputy. MUD 1 and MUD 2 will pay the following reimbursement amounts in four, equal, quarterly payments:

Initial Patrol Vehicle	\$68,496 / 2 =	\$34,248.00
Deputy	\$76,377 / 2 =	<u>\$38,188.50</u>
		\$72,436.50

Total

Each quarterly payment will be $\$72,436.50 / 4 = \mathbf{\$18,109.13}$.

MUD 1 and MUD 2 will pay overtime reimbursement as set out in Exhibit A.

County pays its sheriff’s deputies in Patrol:

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

MUD 1 and MUD 2 intend to reimburse County for the one-half of the costs associated with dedicating a deputy to provide services under this Agreement. In contract year 1, the deputy performing 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—MUD 1 and MUD 2 will reimburse County for one-half 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 try to agree to them in writing before October 1, 2018.

3. I **contract Year 3**—October 1, 2019 to September 30, 2020—MUD 1 and MUD 2 will reimburse County for one-half 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 try to agree to them in writing before October 1, 2019.

4. In **contract Year 4**—October 1, 2020 to September 30, 2021—MUD 1 and MUD 2 will reimburse County for one-half 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 try to agree to them in writing before October 1, 2018.