

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

THIS AGREEMENT is entered into on October 1, 2019, by and between the City of Melissa (the "City") and the Collin County, a political subdivision of the State of Texas (the "County").

Recitals

WHEREAS, County performs law enforcement functions within Collin County.

WHEREAS, the City desires to obtain certain law enforcement services from the County that the City is authorized to provide.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes units of local government to contact with one or more units of local government to perform government functions and services; and

NOW, THEREFORE, in consideration of the mutual promises and benefits contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged the Parties agree as follows:

**Article I
Definitions**

1.01 Law Enforcement Services

The term "Law Enforcement Services" means all services necessary for the County 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.

**Article II
Term**

2.01 Term

The term of this Agreement shall commence on October 1, 2019, and shall continue in full force and effective thru September 30, 2023.

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 City not have an operating Police Force.

**Article III
Services and Service Fees**

3.01 Services

The County agrees to provide all law enforcement services relating to Special Crimes as described in Paragraph 1.02 of this Agreement. City shall pay for Sexual Assault Exams (Normally, these Fees are reimbursed to the City, 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 City 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 County in the same manner and within the same response times as such services are provided by the County within its jurisdiction.

3.03 Use of Additional Personnel

The County 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.

Article IV Exclusivity of Service

The parties agree that the County may contract to perform services similar or identical to those specified in this Agreement for such additional governmental or public entities as the County, in its sole discretion, sees fit.

Article V Compensation

5.01 Law Enforcement Service Charge

The payment is based upon the population estimates of the City 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 Four (4) year period as needed, if deemed necessary due to population increase. On an annual basis, the City will pay \$3,500.00 to the County for providing the above mentioned services. The City will continue payment for any and all charges for services not described in this Agreement. County will invoice City each year for total amount due.

Article VI Notices

6.01 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.

6.02 All communications provided for in this Agreement shall be addressed as follows:

if to the County, Copy to:
County Purchasing Agent
Purchasing Department
2300 Bloomdale Road, Suite 3160
McKinney, TX 75071

if to the County, Copy to:
Collin County Administrator
Bill Bilyeu
2300 Bloomdale #4192
McKinney, Texas 75071

if to the City, to:
Mayor, City of Melissa
901 State Highway 121
Melissa, TX 75454-9501

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 6.

Article VII Miscellaneous

7.01 Civil Liability

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

The City 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 City 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.

7.02 Amendment

This Agreement shall not be amended or modified other than in a written agreement signed by the parties.

7.03 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.

7.04 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.

7.05 Counterparts

This Agreement may be executed in counterparts, each of which, when taken separately, shall be deemed an original.

7.06 Exclusive Right to Enforce this Agreement

The County and the City 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.

7.07 Expenses for Enforcement

In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

"COUNTY"

COLLIN COUNTY, TEXAS

By: [Signature]

Title: County Judge

Date: 24 SEP 2019

"CITY"

CITY OF MELISSA, TEXAS

By: [Signature]

Title: City Manager

Date: 9/27/19