

# 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 City of Lucas, a municipal corporation (City).

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

NOW THEREFORE, City 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 City 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 City. County will not perform services ordinarily performed by City's Code Enforcement Department, such as enforcement of chapter 6 of the City of Lucas Code of Ordinances (Health & Sanitation).

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 **City Requests.** County will promptly consider all requests from City 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.** City 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 dedicate two deputies to provide services to City. These deputies will cover more shifts per week in the city than the one deputy provided under past versions of this Agreement. But no more than one deputy will ordinarily patrol in the city in one shift. County will select and structure shifts and work hours to best serve City, in light of City's requests and the history and pattern of service calls, reports or occurrences of crime, and other law-enforcement or emergency circumstances. County will generally provide law-enforcement services inside City's geographic or jurisdictional boundaries during the days and times set forth in **Exhibit A**. During these times, County will provide at least one uniformed deputy, who will use reasonable efforts to devote full time and attention to serving City and patrolling within City's limits. This deputy, however, may leave the city limits only to respond to emergency calls for service or to respond to calls to assist other deputies or officers. In addition, other deputies or officers may assist the dedicated deputy as needed, without adding to County's ordinary obligations under this Agreement. 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 deputies dedicated to providing services to City will be equipped with the same cameras and supporting equipment and software. City agrees to negotiate and agree to reasonable terms, including price and payment terms, to reimburse County for the costs of the equipment, software, and licenses, as well as costs of integrating the dedicated deputies into the Sheriff's Office's body-worn-camera system. These costs include costs of statutorily required deputy training and the cost of obtaining services under a program established or approved by, or registered with, the Texas Department of Information Services. *See* Occupations Code, § 1701.654.

County 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 City, County will provide City's officials and City'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.

At this Agreement's end or termination and if City has paid all reimbursement amounts under this paragraph, County will transfer the cameras, equipment, software, licenses, and other rights and property associated with the two dedicated deputies' integration into the Sheriff's Office's body-worn-camera program to City—except where the law or a contract prohibits such transfer. If City has not paid all

reimbursement amounts, then County will retain all the equipment, property, and other rights and will not refund reimbursement payments. In other words, City will have the option to complete all reimbursement payments and obtain the equipment and other property and rights or forfeit all claim to them.

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

2.7 PATROL VEHICLES.

a. **Two Patrol Vehicles.** County will initially provide two Patrol Vehicles to provide law-enforcement services to City. The parties expect to have at least two Patrol Vehicles in service during this Agreement's term. But City may increase or reduce the number of vehicles in service under paragraphs 2.8 and 3.1(f), below.

**Patrol Vehicle 1** will be unit #55255, which is the same vehicle as has been in service under the parties' Interlocal Cooperation Agreement for Law-Enforcement Services (October 1, 2013–September 30, 2017). County believes that Patrol Vehicle 1 has a remaining useful life for patrol purposes of approximately two years after April 26, 2017.

A "**replacement Patrol Vehicle**" is a Patrol Vehicle that is purchased or put into service under this Agreement to replace Patrol Vehicle 1 or 2, or an earlier replacement Patrol Vehicle or a new 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 two vehicles being dedicated to provide services to City.

County will purchase **Patrol Vehicle 2**. City prefers SUVs. In the cases of Patrol Vehicle 2, a replacement Patrol Vehicle, and a new Patrol Vehicle, "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, accessories and decals. County may include radar, in which case the radar will become part of the Patrol Vehicle.

b. **Warranties.** County may purchase and maintain available, reasonably priced, warranty or similar third-party protection packages on Patrol Vehicle 2 and a replacement or new Patrol Vehicle, if any, including the equipment, software, and updates, while each vehicle is in service under this Agreement.

The warranties, if any, that apply to Patrol Vehicle 1 will continue according to their terms. County has no duty to obtain a new warranty or other protection for Patrol Vehicle 1 or to buy or extend a warranty or other protection for Patrol Vehicle 1. If County has the opportunity to purchase or extend protection for Patrol Vehicle 1, then County will confer with City and City may elect to have County purchase the protection or extension and reimburse County for its actual costs.

c. **Insurance.** During the time when a Patrol Vehicle is in service under this Agreement and County has the title to the Patrol Vehicle, or the title is in County's name, County will provide insurance for that vehicle. City will have the related reimbursement obligation set out in paragraph 3.1(e), below.

d. **Maintenance.** County will provide the routine and other maintenance for the Patrol Vehicles, until a Patrol Vehicle is transferred to City.

e. **Transfer.** “Transfer” means the set of acts reasonably necessary to transfer possession and ownership of a Patrol Vehicle to City, including a transfer under paragraph 3.2, below. “Transfer” includes transferring possession of a Patrol Vehicle, as well as transferring the vehicle’s title and ownership of the warranties or third-party protection or maintenance plans that cover the vehicle or equipment being transferred. County will not transfer any property or rights in breach of a contract with another party, such as proprietary licenses or software, incident-reporting systems, or licenses or software that would give City access to county or restricted databases or infrastructure. County will de-badge a vehicle and remove software or electronic data as reasonably necessary to meet County’s obligations to protect criminal-justice or other confidential information before transfer or ensure that a vehicle has been properly de-badged within 15 business days after transfer. County will bear all costs of de-badging a vehicle, if County de-badges it, and of removing software or electronic data. City will bear the costs of transferring a vehicle’s title and all other costs of transfer. The parties intend to comply with chapter 791 of the Government Code and section 263.152 of the Local Government Code related to the disposition of surplus property.

**Exception:** The equipment in Patrol Vehicle 1 belongs to County. If County transfers Patrol Vehicle 1 to City, then County may remove the equipment, including the computer, radar, light bar, and all other emergency equipment. Alternatively, City may buy some or all of the equipment—except for restricted software or licenses or confidential electronic data—at a price and on terms agreed by the parties at the time of the transfer. City will have 10 calendar days to exercise this option after County

notifies City that Patrol Vehicle 1 is to be removed from service under this Agreement or after City elects to remove Patrol Vehicle 1 from service.

**2.8 Patrol Vehicles: Removal from Service or Replacement.** A Patrol Vehicle may be removed from service whenever:

- a. County determines that a Patrol Vehicle should be removed from service based upon County's vehicle-replacement schedule and policy, which include an assessment of vehicles that have been damaged or been in an accident;
- b. City has paid 100% of the Patrol Vehicle's reimbursement amount (including purchase price and price of installed equipment and software and insurance) and City elects to remove the vehicle from service under the Agreement and take ownership and possession of it under paragraph 2.7(e); or
- c. a party terminates this Agreement or it ends on its own terms.

County will confer with City about a determination that a Patrol Vehicle needs to be removed from service and replaced for County to continue its performance, and City may agree to a replacement and the related reimbursement terms, comparable to the ones in paragraph 3.1 adjusted for the then-prevailing prices and circumstances. Alternatively, City may elect to increase or reduce the number of Patrol Vehicles dedicated to service under this Agreement. City's election will not alter County's right to full reimbursement for each Patrol Vehicle bought and put into service under the Agreement. Once County has purchased a Patrol Vehicle and dedicated to service under this Agreement, City has the duty to reimburse County.

### 3. CITY'S OBLIGATIONS.

3.1 **Payments.** City will pay County the reimbursement amounts set out here, including those for the patrol vehicle, maintenance and fuel, and deputies in paragraphs 3.1(a), (b), (c), and (d); insurance in paragraph 3.1(e); replacement or new patrol vehicles in paragraphs 2.8 or 3(f); additional deputies in paragraph 3.1(g); body-worn cameras in paragraph 2.5(b); and in Exhibits A and B, which will include amounts negotiated in contract Years 2, 3, and 4.

a. **Reimbursement Amounts.** City will reimburse County the full cost of Patrol Vehicle 2. Patrol Vehicle 2 costs \$83,987,<sup>1</sup> which is its **reimbursement amount**. Two Patrol Vehicles will ordinarily remain in service under this Agreement, and City may increase or decrease the number of vehicles in service under paragraphs 2.8 and 3.1(f). City will also pay County maintenance-and-operations costs, including fuel, of \$7,000 for each vehicle,<sup>2</sup> or \$14,000 total, in Year 1. City will also reimburse County for each dedicated deputy's salary at (i) County's current deputy at \$97,948 and (ii) one additional deputy at \$85,630, or \$183,578 total, in Year 1, plus overtime pay as set out in Exhibit A. The new deputy's first year salary and benefits are \$76,377, and the deputy's startup costs are \$9,253, or \$85,630 total. If County hires a licensed peace officer as the second or third deputy, then County will refund \$1,710 to City in training costs. The parties will negotiate the reimbursement amounts in

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<sup>1</sup> **Estimate:** The reimbursement amount includes the cost of the make-ready vehicle from the manufacturer, plus the cost of the equipment and software added to make a vehicle a Patrol Vehicle. The cost of Patrol Vehicles 2 and 3 is an estimate as of June 23. The figure will be updated by the time of signing.

<sup>2</sup> **Estimate:** The maintenance-and-operations costs are an estimate as of June 23. The figure will be updated by the time of signing.

contract Years 2, 3, and 4. City will pay the reimbursement amounts in four, equal, quarterly installments beginning on October 1 of each contract Year.

b. **Contract Year 1.** In contract Year 1, City will pay the following reimbursement amounts:

<b>Patrol Vehicle 1</b>	\$0
<b>Patrol Vehicle 2</b>	\$83,987
<b>Maintenance &amp; Operations 1</b>	\$ 7,000
<b>Maintenance &amp; Operations 2</b>	\$ 7,000
<b>Deputy 1</b>	\$97,948
<b>Deputy 2</b>	<u>\$85,630</u>
<b>Total</b>	\$281,565

Each quarterly payment will be  $\$281,565/4 = \$70,391.25$ .

c. **Reimbursement in Contract Years 2, 3, and 4.** The parties will negotiate and agree to the amount of maintenance-and-operations costs and the amount of deputy compensation for City to reimburse County in Years 2, 3, and 4, comparable to the calculations in paragraphs 3.1(a) and (b)—except that the reimbursement amount for the two deputies will be the deputy’s actual salary and benefits, without the start-up costs incurred in Year 1 for the new deputy 2. The parties will try to agree to new terms in writing before October 1 of each year.

d. **Actual-Cost Variances by 10% or More.** At the end of each contract Year, County will evaluate its actual (i) deputy costs and (ii) maintenance-and-operations costs for each Patrol Vehicle. If County’s actual costs for a deputy or a Patrol Vehicle exceeded the agreed-upon amount by more than 10% in a year, then City will reimburse County for the difference between the actual costs and the agreed-upon amount. Upon request, County will provide documentation supporting these additional costs.

If County's actual costs for a deputy or a Patrol Vehicle fell short of the agreed-upon amount by more than 10% in a year and City paid 100% of its reimbursement payments for the contract Year, then County will refund City the difference between the agreed-upon amount and the actual costs.

e. **Insurance.** During the time when County has the title to a Patrol Vehicle, or the title is in County's name, County will provide insurance for that vehicle. In each contract Year, City will reimburse County for the actual cost of providing the insurance. County will bill City for the actual cost of each Patrol Vehicle's insurance.

f. **Replacement or New Patrol Vehicles.** The parties may agree to increase the number of Patrol Vehicles, which County puts in service under this Agreement. If County buys a replacement or a new Patrol Vehicle, then City will reimburse County for such costs in four, equal, quarterly payments on terms parallel to the reimbursement provisions here, but adjusted for the new vehicle type (sedan or SUV), price, equipment costs, and other circumstances.

g. **Additional Deputies.** The parties may agree to increase the number of deputies, which County dedicates to service in City's limits under this Agreement. If County would have to hire a new deputy, then County will provide City with the start-up costs, including costs of training, certification, protective gear, handgun, rifle with optics and magazines, TASER, flashlight, and stipend. If County dedicates an additional deputy, then City will reimburse County for the start-up costs in the first contract year and reimburse County for the deputy's actual salary and benefits for each contract Year, in four, equal, quarterly payments on terms parallel to the other reimbursement provisions here, but adjusted for the new salary and benefits.

3.2 **Damage to, or Failure of, a Patrol Vehicle.** A Patrol Vehicle may suffer damage in an accident, or a component or piece of equipment or software may fail to properly perform.

a. **Relatively Minor Damage or Failure.** If a Patrol Vehicle suffers relatively minor damage or failure, including failure of a component or equipment, then County will use the warranties or third-party-protection plan, if any, or insurance to repair the vehicle and return it to service.

b. **Patrol Vehicle 1.** City has reimbursed County for 100% of Patrol Vehicle 1's cost. Nonetheless, Patrol Vehicle 1 is titled in County's name and County maintains the insurance for it. If County determines, under paragraph 2.8, that Patrol Vehicle 1 should be removed from service before this Agreement's end, then, at City's option, County will transfer Patrol Vehicle 1 to City under paragraph 2.7(e). If Patrol Vehicle 1 is involved in an accident, then County will process the appropriate insurance claim and confer with City about (i) repairing the vehicle and returning it to service under paragraph 3.2(a); (ii) replacing the vehicle under paragraphs 2.8 and 3.1(f); (iii) finding a mutually acceptable vehicle to put into service under this Agreement as a substitute for Patrol Vehicle 1 (including for remaining in service under paragraph 2.1 and which County will eventually transfer to City under paragraphs 2.8 and 2.7(e)); or (iv) reducing the number of Patrol Vehicles under the Agreement, in which case County will make reasonable efforts to provide City with the benefit of its bargain in reimbursing County for Patrol Vehicle 1. County will consider the options of paying insurance proceeds, if any, to City; providing City with a vehicle that is comparable in type, age, and condition to Patrol Vehicle 1 immediately before the accident; or paying

City the fair market value of Patrol Vehicle 1 immediately before the accident, as measured by Kelley Blue Book or similar service.

c. **Patrol Vehicle 2.** Under paragraphs 2.7(a) and 3.1(a) and (b), County will initially purchase Patrol Vehicle 2 and City will reimburse County for the vehicle's cost in four, equal, quarterly payments in contract Year 1. If Patrol Vehicle 2 is involved in an accident, then County will process the appropriate insurance claim and confer with City about (i) repairing the vehicle and returning it to service under paragraph 3.2(a); (ii) replacing the vehicle under paragraphs 2.8 and 3.1(f); (iii) finding a mutually acceptable vehicle to put into service under this Agreement as a substitute for Patrol Vehicle 2 ((including for remaining in service under paragraph 2.1 and which County will eventually transfer to City under paragraphs 2.8 and 2.7(e)); or (iv) reducing the number of Patrol Vehicles under the Agreement, in which case County will make reasonable efforts to provide City with the benefit of its bargain in reimbursing County for the particular Patrol Vehicle. The parties will consider the amount City has paid to County in reimbursement payments for the particular Patrol Vehicle, as well as the Patrol Vehicle's age, condition, miles, fair market value, and expected remaining life immediately before the accident or failure. Under subparagraph (iv), County will consider the options of paying insurance proceeds, if any, to City; providing City with a vehicle that is comparable in type, age, and condition to Patrol Vehicle 2 immediately before the accident; or paying City the fair market value of Patrol Vehicle 2 immediately before the accident, as measured by Kelley Blue Book or similar service.

d. **Replacement or New Patrol Vehicles.** If a replacement or new Patrol Vehicle is involved in an accident, then County will process the appropriate insurance claim and confer with City about a resolution on terms parallel to those in subparagraph (c) in light of the Patrol Vehicle's price, City's total reimbursement payments at the time of the accident, and other relevant circumstances.

3.3 **Case Handling, Fines, and Fees.** As between County and City operating under this Agreement, cases falling within the jurisdiction of the City of Lucas Municipal Court, such as alleged violations of the City of Lucas Municipal Code, which are punishable by fine only or by limited fines, may be filed and handled in the City of Lucas Municipal Court. *See* Code of Criminal Procedure, art. 4.14. In such cases, all fines, penalties, fees, court costs, and similar amounts will be payable to City, as opposed to County, to the extent that the law permits. The Collin County Court, Justices of the Peace: Precinct 3-1 handles Class C misdemeanors (traffic or criminal citations) of state law, which fall under articles 4.11–4.12 of the Code of Criminal Procedure. Otherwise, the criminal jurisdiction of courts over violations of state and local law is governed by chapter 4 of title 1 of the Code of Criminal Procedure. The criminal jurisdiction of federal courts is governed by chapter 211 of title 18 of the United States Code.

3.4 **City's Liaison Officer.** County will confer with City's Liaison Officer—the City Manager of the City of Lucas—with regard to City's performance under this Agreement. The City Manager will oversee City's performance, devote sufficient time and attention to City's performance to reasonably ensure City's compliance with its

obligations, and supervise the City officials and employees who provide City's performance.

**3.5 Maps and Changes to Code of Ordinances.** City will continuously provide County with accurate and current maps of the territorial limits and extraterritorial jurisdiction of City. City will also notify County of any changes to the City of Lucas Code of Ordinances, which may relate to County's provision of law-enforcement services to City.

**3.6 Cooperation.** City will take reasonable efforts to cooperate with any requests by County for office space and related equipment, including a computer, word-processing software, internet access, and printer, or for a secure parking or storage space for a Patrol Vehicle. County will reimburse City for reasonable expenses resulting from City's cooperation. City will use reasonable efforts to notify County of any expected reimbursable costs before City incurs or pays those costs.

#### 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 City 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 City for any reason, including for non-payment of any monies under this Agreement, then County will notify City'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 City.** City may terminate this Agreement by giving a minimum of one year written notice to County prior to termination.

5.3 **Termination by County.** County may terminate this Agreement by giving a minimum of one year written notice to City prior to termination.

5.4 **Recoveries & Remedies.** County will make a substantial investment in this Agreement, particularly in purchasing the Patrol Vehicles, staffing the two deputy positions, and, if it happens, implementing a patrol-wide body-worn-camera program and integrating the dedicated deputies into it. City 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 City must pay a prorated amount of reimbursement for maintenance-and-operations costs and for deputy compensation for the portion during which County provided services. Also, City forfeits its right to a refund caused by a variance under paragraph 3.1(d).

If City terminates the Agreement, then City will make all payments due within 30 days of the termination.

If County terminates the Agreement in contract Year 1, then City may pay the reimbursement amount for the Patrol Vehicles 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 City's rights to pay reimbursement on the terms of paragraphs 3.1(a), (b), and (f) survive.

Paragraph 2.5(b) will govern the duties related to, and disposition of, all equipment, property, or rights associated with a body-worn-camera program upon this Agreement's end or termination.

If the Agreement is terminated early, then City's sole recourse and remedies are its right to pay only a prorated amount of reimbursement for maintenance-and-operations costs and for deputy compensation for the contract Year of termination; its right to pay the reimbursement amount for the Patrol Vehicles under the terms for repayment in contract Year 1 if County terminates the Agreement in Year 1; its option under paragraph 2.5(b); its vehicle rights under paragraphs 2.7(e), 2.8, 3.1(f), and 3.2; its fee-and-fine rights under paragraph 3.4; its cooperation-reimbursement rights under paragraph 3.7; and its report rights under paragraphs 2.4 and 5.5.

5.5 At this Agreement's expiration or termination, County will provide all reports that are outstanding under paragraph 2.4 within 15 business days of the expiration or termination.

6. LIMITATION OF EXTRAORDINARY REMEDIES. Each party is entitled only to its benefit of the bargain under this Agreement. The parties are not liable to each other for 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, for maintenance-and-operations costs and deputy compensation, and for vehicle insurance for all times County performed under this Agreement, or for defense and indemnification under paragraph 8.

7. LIABILITY.

This Agreement is made for the express purpose of County providing law-enforcement services to City, 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, City and County waive no sovereign, statutory, or other immunity or limitation of liability. *See* Gov't Code, § 791.006(c).

8. DEFENSE & INDEMNIFICATION.

City is responsible for any civil liability that arises from County's provision of services under this Agreement. *See* Gov't Code, § 791.006(b). City will defend, indemnify, and hold harmless County from and against all demands, claims, damages,

losses and liabilities, including reasonable attorney's fees and litigation expenses, that arise directly or indirectly from County's performance of this Agreement.

"County's performance of this Agreement" means County's provision of law-enforcement and all other services to City under this Agreement, including a deputy's driving to and from patrol duty in City's territorial limits or extraterritorial jurisdiction, providing services within City's limits or extraterritorial jurisdiction, the fresh pursuit of a person or suspect from inside City to an area outside City, complying with a request by City for services under paragraph 2.3, and transporting a person arrested or detained on a charge of committing an offense in whole or in part inside City to a detention center or to a hospital or other health-care facility. "County's performance" does not include a deputy's responding to a call for service outside City's territorial limits or extraterritorial jurisdiction, including a call to assist another deputy or officer who is not performing a service under this Agreement. "County's performance" also does not include a deputy's diversion during driving to or from patrol duty in City.

For purposes of this paragraph 8, "County" includes its officials, officers, deputies, employees, insurers, and agents.

With regard to the provision of a defense under this paragraph, County will reasonably cooperate with City in defending a claim or suit, including providing reasonable access to, and copies of, documents, electronic or magnetic data, and access to witnesses or other persons with discoverable knowledge such as deputies, employees, or other persons under County's supervision or control.

9. NO THIRD-PARTY BENEFICIARIES.

By entering and performing this Agreement, including the defense-and-indemnity provisions, the parties 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 “City” and “County” will be interpreted to include the insurance company or other relevant entity.

10. 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 City:  
City Manager  
City of Lucas  
151 Country Club Road



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 City of Lucas (City) dated \_\_\_\_\_ (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 two deputies to provide law-enforcement services to City. Each deputy will generally provide services to City, within City's geographic and jurisdictional limits, 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.** Each 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). City acknowledges and agrees that County will not provide alternate personnel during a deputy's Time Off. But County will take reasonable efforts to coordinate the Time Off for the two deputies to provide regular services to City. Otherwise, Time Off does not alter City's obligations under this Agreement. County will notify City 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 City for particular services under this Agreement, City shall reimburse the 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.

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 City of Lucas (City) dated \_\_\_\_\_ (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 Patrol Vehicles 2 and 3 to provide law-enforcement services to City. Depending on circumstances, County may buy and dedicate a replacement or new Patrol Vehicle as well. In the case of Patrol Vehicles 2 and 3, and a replacement or new Patrol Vehicle, 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. City prefers SUVs as Patrol Vehicles 2 and 3. “Maintenance-and-operations costs” include fuel costs.

1. In **contract Year 1**—October 1, 2017 to September 30, 2018—City will reimburse County for the full cost of Patrol Vehicles 2 and 3, the maintenance-and-operations costs, and the compensation for the dedicated deputies. City will pay the following reimbursement amounts in four, equal, quarterly payments:

<b>Patrol Vehicle 1</b>	\$0
<b>Patrol Vehicle 2</b>	\$83,987
<b>Maintenance &amp; Operations 1</b>	\$7,000
<b>Maintenance &amp; Operations 2</b>	\$7,000
<b>Deputy 1</b>	\$97,948
<b>Deputy 2</b>	<u>\$85,630</u>
<b>Total</b>	\$281,565

Each quarterly payment will be  $\$281,565/4 = \mathbf{\$70,391.25}$ .

City 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. <sup>3</sup>

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<sup>3</sup> Note: These figures were current as of June 23, 2017.

New deputy's salary/benefits	\$76,377
Deputy startup cost	\$3,210
Plate carrier w/pouch	1,277
Helmet	539
Tourniquet w/ holster	65
Stipend	600
TASER	1,387
Flashlight	125
Handgun	409
Handgun ammunition	50
Rifle, optics, case, 6 mags	1,404
Academy ammunition	<u>187</u>
	\$85,630

City intends to reimburse County for the costs associated with dedicating two deputies to provide services under this Agreement. As of June 23, 2017, the annual salary and benefits of the deputy, who served City under the parties' Interlocal Cooperation Agreement for Law-Enforcement Services (October 1, 2013–September 30, 2017), was \$97,948. This deputy will continue to provide services under this version of the Agreement. County will also hire one new deputy, whose annual salary and compensation will be \$76,377, with \$9,253 in startup costs, for a total of \$85,630. If a new deputy is already a licensed peace officer, County will refund \$1,710 in training costs.

At the end of the contract Year, County will evaluate its actual costs for each deputy and maintenance-and-operations costs for each Patrol Vehicle. If County's actual costs exceeded the agreed-upon amounts by more than 10% in that year, then City will reimburse County the difference between the actual costs and the agreed-upon amount. If City reimbursed County for 10% more than County's actual costs, then County will refund the difference.

Lastly, City will reimburse County for its actual costs in insuring each Patrol Vehicle under paragraph 3.1(e).

2. In **contract Year 2**—October 1, 2018 to September 30, 2019—City will reimburse County for the annual compensation for the dedicated deputies as of October 1, 2018, for the annual maintenance-and-operations costs for the Patrol Vehicles, for the costs of a body-worn-camera program, if applicable, under paragraph 2.5(b), and for the annual cost for insuring each Patrol Vehicle for contract

Year 2 under paragraph 3.1(e). The parties will negotiate the reimbursement amounts for Year 2 and will try to agree to them in writing before October 1, 2018.

3. In **contract Year 3**—October 1, 2019 to September 30, 2020—City will reimburse County for the annual compensation for the dedicated deputies as of October 1, 2019, for the annual maintenance-and-operations costs for the Patrol Vehicles, for the costs of a body-worn-camera program, if applicable, under paragraph 2.5(b), and for the annual cost for insuring each Patrol Vehicle for contract Year 3 under paragraph 3.1(e). The parties will negotiate the reimbursement amounts 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— City will reimburse County for the annual compensation for the dedicated deputies as of October 1, 2020, for the annual maintenance-and-operations costs for the Patrol Vehicles, for the costs of a body-worn-camera program, if applicable, under paragraph 2.5(b), and for the annual cost for insuring each Patrol Vehicle for contract Year 4 under paragraph 3.1(e). The parties will negotiate the reimbursement amounts for Year 4 and will try to agree to them in writing before October 1, 2020.