



OFFICE OF THE SHERIFF
COLLIN COUNTY, TEXAS

JIM SKINNER, SHERIFF

MEMORANDUM

Date: May 24, 2021

To: Commissioners Court

From: Jim Skinner, Sheriff *JOS*

Re: Trinity Falls Interlocal Agreement Contract for Law Enforcement Services

Attached you will find the Interlocal Agreement for Law Enforcement Services to Trinity Falls. This agreement is effective as of the date signed by the last party to sign it, and its initial term will continue until September 30 in the next calendar year. Afterwards, the agreement will renew for one-year periods between October 1 and September 30.

JOS:tms

**Interlocal Agreement between Collin County and
MUD 1 and MUD 2 (Trinity Falls) for Law-Enforcement Services**

1. Parties and Authority. Collin 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) enter this interlocal agreement for the County to provide law-enforcement services to MUD 1 and MUD 2 under the Interlocal Cooperation Act, Texas Gov't Code, Chapter 791. MUD 1 and MUD 2 may contract for peace officers under Section 49.216, Texas Water Code, and Sections 791.011 and 791.003(4)(A), Gov't Code. MUD 1 and MUD 2 are commonly referred to as Trinity Falls.

2. Term. This agreement is effective as of the date signed by the last party to sign it (the Effective Date), and its initial term will continue until September 30 in the next calendar year. The initial term may be a partial year. Afterwards, the agreement will renew for one-year periods between October 1 and September 30, unless terminated under section 6. *See* Gov't Code, § 791.011(f), (i).

3. The County's Obligations

3.1 Law-Enforcement Services. Through the Sheriff's Office, the County will provide MUD 1 and MUD 2 with law-enforcement services in accordance with the Sheriff's Office's policies and procedures; this agreement; and local, state, and federal law.

"Law-Enforcement Services" means the services the Sheriff's Office provides to fulfill a sheriff's or a peace officer's duties under Texas law, such as the Code of Criminal Procedure, to keep the peace, intervene to prevent or suppress crime, execute lawful process issued by a judge, and accept custody of persons committed to the county jail. These services include patrolling, responding to calls for police assistance, investigating offenses, enforcing state traffic law, and operating the county jail. *See Weber v. City of Sachse*, 591 S.W.2d 563 (Tex. Civ. App.—Dallas 1979, writ dismissed). "Law-Enforcement Services" exclude the (1) enforcement of rules, regulations, or permit requirements enacted by MUD 1 or MUD 2 or a home-owners' association, or restrictions in property deeds, (2) enforcement of regulations or prohibitions on vehicular travel on private property or private roads within the meaning of Section 542.005, Transportation Code, or Section 49.217(c), Water Code, (3) enforcement of county or other traffic regulations that may later be extended to roads in MUD 1 or MUD 2 under an agreement under Section 151.151(b), Transportation Code, or as a result of a petition and order under Sections 542.007–542.0081, Transportation Code, or similar provisions (that is, the District and County would have to follow those provisions in the future for such traffic enforcement), (4) provision of detention services beyond taking custody of persons accused of violating state law under Articles 2.17 and 2.18, Code of Criminal Procedure (that is, the Sheriff will not accept custody of persons accused of a local Class C misdemeanor, *see* Tex. Att'y Gen. Op. No. JM-0151 (1984) (MUD 1 and MUD 2 and the County would have to sign a separate jail-services agreement for such services)), (5) provision of a school resource officer, *see* Subchapter M, Chapter 1701, Occupations Code, or similar services, and (6) provision of specific security services, such as security at construction sites in MUD 1 or MUD 2 to prevent or deter theft.

3.2 Dedicated Patrol Services. Through the Sheriff's Office, the County will dedicate one or two patrol deputies, as MUD 1 and MUD 2 select, to provide services to MUD 1 and MUD 2. The Sheriff's Office will schedule these deputies to patrol in MUD 1 and MUD 2 during their shifts or duty time. Ordinarily only one deputy will patrol in MUD 1 and MUD 2 in one shift. The County will structure shifts and work hours to provide the best coverage and service to MUD 1 and MUD 2, in light of MUD 1 and MUD 2's requests and the history and pattern of service calls, reports or occurrences of crime, and other law-enforcement or emergency circumstances.

Generally, patrol deputies work 12-hour shifts totaling 80 hours in a 14-day work period, although the County may change this to 84 hours per 14-day work period in a future fiscal year. Each dedicated deputy may use vacation, compensation (comp), personal, and sick time accrued or allowed by County policy, and the Sheriff's Office may require a dedicated deputy to attend specific training. The County will not ordinarily provide alternate personnel during a dedicated deputy's time off. But the County will use reasonable efforts to coordinate the scheduling and time off of the dedicated deputies to provide regular service to MUD 1 and MUD 2.

During a shift or other duty time, a dedicated deputy will use reasonable efforts to devote full time and attention to serving and patrolling within MUD 1 and MUD 2. A dedicated deputy may, however, leave the districts' limits 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 a dedicated deputy as needed in MUD 1 and MUD 2.

MUD 1 and MUD 2 may also confer with the County about increasing the number of dedicated patrol deputies. The County would likely require 12–18 months to hire and train new deputies to start additional dedicated deputies. The County would adjust MUD 1 and MUD 2's annual reimbursement amount under section 4.

3.3 Extra Services. If MUD 1 and MUD 2 want the Sheriff's Office to provide services in addition to those services listed in sections 3.1 and 3.2, such as security during a special event, MUD 1 and MUD 2 will contact the County's liaison officer (sections 3.7 and 10). The parties may discuss the Sheriff's Office's ability to accommodate the request or whether MUD 1 and MUD 2 should use another means, such as hiring deputies or other peace officers for off-duty work.

3.4 Personnel, Planning and Supervision. The County will employ qualified and licensed peace officers to perform services under this agreement. The County will plan, organize, and supervise all tasks and matters that are part of its performance under this agreement. The County will assign, allocate, direct, supervise, and discipline County personnel.

3.5 Requests from MUD 1 and MUD 2. The 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. The 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.

3.6 Suspension of Services. In the case of emergency, *force majeure* events, or public-safety reasons, the Sheriff may suspend the provision of dedicated patrol services under this agreement. MUD 1 and MUD 2's reimbursement obligation will be adjusted under section 4.3.

3.7 The County's Liaison Officer. MUD 1 and MUD 2 may confer with the County's liaison officer—a Captain in, or the Assistant Chief of, Operations (section 10)—about the County's performance under this agreement. The Assistant Chief and chain of command will supervise the deputies, officers, and employees who provide the County's performance.

3.8 Reports of Services. The Sheriff's Office will provide MUD 1 and MUD 2 with written reports of law-enforcement activity within the districts' borders in form and content consistent with the Sheriff's Office's policies and procedures.

3.9 Patrol Vehicles. The County will provide the patrol vehicle or vehicles necessary to equip the number of deputies MUD 1 and MUD 2 select to provide dedicated patrol services. The County will equip each vehicle and mark it with appropriate decals. During the agreement's term or a vehicle's patrol life, the County will retain title to the vehicle and will be responsible for the warranty, if any, insurance, service and maintenance, and fuel. The County alone will decide when a vehicle is no longer fit for patrol service. Typically, the Sheriff's Office operates a patrol vehicle for about 110,000 miles before removing it from service. This figure may be higher, depending on the schedule for vehicle delivery.

3.10 Option for MUD 1 and MUD 2 to Order and Take Title to a Patrol Vehicle. Currently, the County uses an SUV (*e.g.*, Explorer) or pickup truck (*e.g.*, F-150 Responder) as patrol vehicles. If MUD 1 and MUD 2 meet their payment obligations related to a patrol vehicle under section 4, then the County will transfer the patrol vehicle to MUD 1 and MUD 2 at the end of its service. "Transfer" includes transferring possession of the vehicle, as well as the vehicle's title and ownership of the warranties or other plans that cover the vehicle or equipment. The County will not transfer rights in breach of a contract with another party, such as those for proprietary licenses or software, incident-reporting systems, or licenses or software that would give MUD 1 and MUD 2 access to county or restricted databases or infrastructure. At its expense, the County will de-badge a vehicle and remove software or electronic data as reasonably necessary to meet the County's obligations to protect criminal-justice or other confidential information. MUD 1 and MUD 2 will bear the costs of transferring a vehicle's title and all other costs associated with the transfer. The parties intend to comply with Chapter 791, Government Code, and Section 263.152, Local Government Code, related to the disposition of surplus property.

3.11 Body-Worn Cameras. When the Sheriff's Office implements a policy to equip patrol deputies with body-worn cameras, *see* Occupations Code, §§ 1701.651–1701.663, then the deputies who provide services under this agreement will receive the same equipment.

The 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, and the County will own all data and recordings. In an incident involving MUD 1 and MUD 2, the County and Sheriff's Office will provide MUD 1 and

MUD 2's officials and their 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, Occupations Code, or the Public Information Act, Texas Gov't Code, Chapter 552.

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

3.12 Public Information Act Requests. If the County receives a request under the Public Information Act, Chapter 552, Gov't Code, that relates to MUD 1 or MUD 2, the County will notify MUD 1 and MUD 2 under Section 552.305, Gov't Code.

4. The Obligations of MUD 1 and MUD 2

4.1 Payments. MUD 1 and MUD 2 will pay the County the reimbursement amount set out in sections 4.2 and 4.3 each contract year. MUD1 and MUD 2 may pay the amount in four quarterly installments or in fewer payments.

4.2 Amount

The amount of MUD 1 and MUD 2's annual payments is the amount necessary to fairly compensate—reimburse—the County for the cost of providing the services under this agreement for the contract year. *See* Gov't Code, § 791.011(e). The County's costs include the annual compensation of each dedicated patrol deputy (salary and benefits), the cost of a deputy's equipment, and the cost of a patrol SUV (*e.g.*, Explorer) or patrol pickup (*e.g.*, F-150 Responder) with equipment, and each vehicle's annual fuel and maintenance. The County's costs will not include indirect costs. The County will document all reimbursable costs each contract year.

For calculating a dedicated patrol deputy's annual compensation, the County's fiscal year is from October 1 to September 30. But the Commissioners Court may adjust the compensation of county employees after January 1 each year. If so, the County will adjust MUD 1 and MUD 2's payment amount for the portion of the contract year to which the compensation adjustment applies.

MUD 1 and MUD 2 will reimburse the County for the full cost of a dedicated patrol vehicle that the Sheriff's Office puts into service within MUD 1 and MUD 2 in that contract year. If the Sheriff's Office first puts the dedicated patrol vehicle in service at a time when MUD 1 and MUD 2 cannot adjust its budget and meet its obligation to pay for the vehicle in that contract year, then MUD 1 and MUD 2 may postpone paying for the vehicle to the next budget year for MUD 1 and MUD 2.

4.3 Pro Rata Adjustments. The County will reduce the amount of MUD 1 and MUD 2's annual payment for any time during the year in which the Sheriff's Office determines that it is unable to dedicate one of the agreed patrol deputies to work in MUD 1 and MUD 2.

4.4 Annual Procedure

Each year, the County and MUD 1 and MUD 2 will confer about their expectations for the calculation of MUD 1 and MUD 2's payment amount in the upcoming contract year. The parties will confer in time for both parties to appropriately plan for their budget years. The County will share expected compensation, equipment, and vehicle costs. MUD 1 and MUD 2, however, understand that the County will not know of any deputy compensation changes until after January 1 of each year.

4.5 Maps. MUD 1 and MUD 2 will reasonably provide the Sheriff's Office with accurate and current maps of their territorial limits and extraterritorial jurisdiction, if any.

4.6 Cooperation. MUD 1 and MUD 2 will make reasonable efforts to provide at least part-time office space and internet connection for the dedicated patrol deputies to write and submit reports and make phone calls as part of their work as peace officers.

5. Notice and Conference; Suspension of Services

5.1 Notice & Conference. If a party believes that the other party has not met, or is not meeting, an obligation, 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 issue's nature.

5.2 Suspension. If MUD 1 and MUD 2 fail to make a payment as required within 30 days of the due date, the County may suspend service until it receives payment, or the County may terminate the agreement under section 6.

5.3 Notice of Suspension. If the County decides that it will suspend service to MUD 1 and MUD 2 for any reason, then the County will notify MUD 1 and MUD 2's liaison officer by telephone and in writing of the date the County will suspend service. The County will use reasonable efforts to provide advance notice of at least five calendar days.

6. Termination

6.1 Notice & Conference. Before a party tries to terminate this agreement, the party must follow the notice-and-conference procedures in section 5.1.

6.2 Termination. A party may terminate this agreement by giving 90 days' written notice to the other party.

6.3 Recoveries & Remedies. The County will make a substantial investment in this agreement, particularly in hiring and training new deputies to provide dedicated patrol services and buying patrol vehicles. MUD 1 and MUD 2 must reimburse the 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 the 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 the County terminates the agreement in contract year 1, then MUD 1 and MUD 2 may pay the reimbursement amount for each 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 the County terminates in contract year 1, then MUD 1 and MUD 2's rights to pay reimbursement on the terms of section 4 survive.

6.4 Final Reports. At this agreement's expiration or termination, the County will provide all reports that are outstanding under section 3.8 within 15 business days of the expiration or termination.

7. Compliance with Laws. Each party will comply with all federal, state, and local laws and regulations applicable to its conduct. A party's violation of law that affects the parties' relationship or rights under this agreement is a breach of this agreement as well.

8. 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. A party will not sue for such damages. This provision does not affect either party's rights to remedies set out in this Agreement, including the rights in sections 3.8, 3.10, 3.11, 3.12, 4.2, 4.3, 6.3, 6.4, 7, 13, 14, 15, and 16, and the County's rights to reimbursement amounts for patrol vehicles and deputy compensation for all periods the County performed under this agreement.

9. No Third-Party Beneficiaries. MUD 1, MUD 2, and the 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 "the County" will be interpreted to include the insurance company or other relevant entity.

10. Sheriff's Office's Liaison Officer. MUD 1 and MUD 2 may contact a Captain or the Assistant Chief in Operations in the Sheriff's Office, 972.547.5100, as the County's liaison officer for purposes of discussing services or making requests under this agreement.

11. MUD 1 and MUD 2's Liaison Officer. The County will confer with MUD 1 and MUD 2's liaison officer—the General Manager of MUD 1 or MUD 2—about this agreement.

12. Other. Each party represents and warrants that the person or persons signing this agreement have the requisite authority under Section 791.011(d)(1), Gov't Code. Each party paying for the performance of a governmental function or service must make those payments from current

revenues available to it under Section 791.011(d)(3), Gov't Code. The parties are not forming a partnership or joint venture by signing this agreement, and the parties waive no form of immunity. *See* Gov't Code, § 791.006(c), (d). The parties will treat a photocopy of this agreement as an original for all purposes.

13. Choice of Law and Venue. Texas law will govern this agreement and the relationship between, and the claims and defenses of, the parties. *See* Gov't Code, § 791.012. Courts in Collin County will have exclusive jurisdiction.

14. No Additional Waiver. No waiver or waivers of any breach of default by either party of any term, condition, covenant, or liability und this agreement, or of performance by the other party of a duty under this agreement, will be construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

15. Immunity not Waived. The parties do not waive any form of immunity by signing this agreement. This agreement does not create any form of personal liability on the part of any official, officer, employee, or agent, who is an individual, of a party.

16. Modification. The parties will modify this agreement with a writing signed by each party's governing body under section 791.011(d), Gov't Code. A party will not try to enforce an ostensible modification that does not meet section 791.11(d), Gov't Code.

17. Severability. The agreement's provisions are severable, and if a court holds any word, phrase, clause, sentence, paragraph, section, or other part or its application to a person or circumstance to be invalid or unenforceable, the remainder of the agreement will not be affected.

18. Assignment. A party will not try to assign its rights or duties under this agreement to another person or entity without the other party's consent.

19. Notices. A party will send any notice required under this agreement by the U.S. Postal Service, Certified Mail to:

If to MUD 1 and MUD 2:

McKinney Municipal Utility District No. 1 of Collin County
c/o Sanford Kuhl Hagan Kugle Parker Kahn, LLP
Attn: Joshua 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 Kahn
1980 Post Oak Boulevard, Suite 1380
Houston, Texas 77056
kahn@sklaw.us

With copy to:

Steve Wilson
General Manager
McKinney Municipal Utility District of Collin County No. 1
1980 Post Oak Boulevard, Suite 1380
Houston, Texas 77056
swilson@mckinneymud1.com

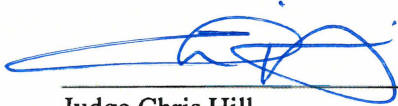
If to Collin County:

Collin County Sheriff's Office
Asst. Chief of Operations
4300 Community Blvd.
McKinney, Texas 75071
msefman@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

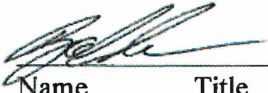


23 JUNE 2021

Judge Chris Hill
2300 Bloomdale Road
McKinney, TX 75071

Date

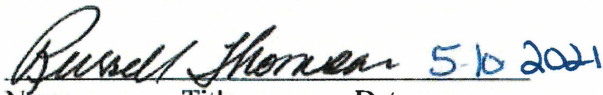
MUD 1
McKinney Municipal Utility
District No. 1 of Collin County



5.10.2021

Name Title Date
1980 Post Oak Blvd., Suite 1380
Houston, Texas 77056
Ryan A. Rosa, President

MUD 2
McKinney Municipal Utility
District No. 2 of Collin County



5.10.2021

Name Title Date
1980 Post Oak Blvd., Suite 1380
Houston, Texas 77056
Russell Thomsen, President