

## INTERLOCAL AGREEMENT FOR POLICE SERVICES

THE STATE OF TEXAS   §  
  §  
COUNTY OF DENTON   §

**THIS INTERLOCAL AGREEMENT FOR POLICE SERVICES (“Agreement”)**, is made and entered as of the Effective Date by the **City of Lake Dallas (“Lake Dallas”)**, a Texas home rule municipality and the **City of Corinth, (“Corinth”)**, a Texas home rule municipality, each acting by and through its duly appointed city managers (Lake Dallas and Corinth sometimes referred to herein collectively as the “**Cities**” or individually as “**City**”).

### RECITALS

**WHEREAS**, the Cities desire to provide their respective residents and businesses with effective police services in a reasonable and cost efficient manner; and

**WHEREAS**, because of the Cities’ shared boundaries and close proximity, the Cities’ police departments have historically and routinely provided mutual aid assistance to each other; and

**WHEREAS**, the Cities further desire to conduct a feasibility study to further investigate the possibility of the consolidating police services with the intent and purpose of continuing to provide police services within the Cities’ respective jurisdictions at the highest level possible but in a more cost efficient manner, and

**WHEREAS**, Chapter 791 of the Texas Government Code (the “**Interlocal Cooperation Act**” or the “**Act**”) authorizes local governments to contract with each other to perform governmental functions that each local government is otherwise authorized to perform on their own; and

**WHEREAS**, this Agreement shall be in conformance with, and is authorized by, the Act.

**NOW THEREFORE**, for and in consideration of the mutual promises and consideration provided for herein, the receipt and sufficiency of which are hereby acknowledged, the Cities agree as follows:

**Section 1- Term.** The term of this Agreement (“**Term**”) shall commence on September 1, 2021 (the “**Effective Date**”) and end on August 31, 2022, subject to earlier termination as provided in Section 8, below.

### **Section 2 – Interim Chief.**

- a. Corinth authorizes and agrees that contemporaneously with the approval of this Agreement by Lake Dallas, Corinth’s Police Chief will be designated by Lake Dallas to serve as the Interim Police Chief of Lake Dallas’ Police Department (the “**Interim Chief**”) during the

term of this Agreement. Subject to the provisions of this Agreement, the Interim Chief shall have full operational command and control over the Lake Dallas Police Department, including without limitation, its personnel and equipment. The Interim Chief, or his designee, shall be present at Lake Dallas and Corinth City Council meetings and may from time to time upon request make presentations to Lake Dallas and/or Corinth elected officials or community members/groups. The Interim Chief shall at all times during the term of this Agreement remain an employee of Corinth. Corinth shall be solely responsible for paying the Interim Chief's compensation and benefits as agreed between Corinth and the Interim Chief.

- b. If the Interim Chief is or will be absent or otherwise unable to perform his duties under this Agreement for a period of fourteen (14) days or more, the Cities' City Managers shall meet and, upon agreement, name an Acting Interim Chief to serve until the Interim Chief has returned and is able to perform his duties.
- c. If the Interim Chief will be absent or unable to perform his duties under this Agreement for a period less than fourteen (14) days, the Interim Chief shall designate a person to perform the Interim Chief's duties under this Agreement until the Interim Chief has returned and is able to perform his duties.

**Section 3 – Integration of Operations, etc.:** During the term of this Agreement, the Cities agree:

- a. The provision of police services within and provided to each of the Cities shall remain at the same level or higher level as currently provided by each of the Cities within its boundaries without any disruption of service delivery in either City;
- b. The command staffs of the Cities' police department shall be integrated and operate as if the police departments were a single police department;
- c. As needed and in accordance with each City's policies regarding technology, the personnel and equipment of each City's police department shall be integrated to allow joint use and communications between the Cities as if the Cities' police departments were operating as a single police department. Each City shall provide technical support services for its own equipment;
- d. Personnel from the Cities' police department shall respond to calls for assistance and other purposes within the boundaries of both Cities as if acting as one police department pursuant to operational procedures enacted by the Interim Chief. Interim Chief shall consult with the police department command staffs of both Cities when enacting such operational procedures; however, decisions of Interim Chief regarding those operational procedures shall be at the sole discretion of the Interim Police Chief;
- e. During the term of this Agreement, and subject to the direction of the Interim Chief, Corinth police officers shall have authority and discretion to exercise criminal law enforcement powers within Lake Dallas to the same extent as Lake Dallas police officers acting within Lake Dallas;

- f. During the term of this Agreement, and subject to the direction of the Interim Chief, Lake Dallas police officers shall have authority and discretion to exercise criminal law enforcement powers within Corinth and within any other municipality with which Corinth has a mutual aid or other agreement to provide police services, including without limitation the Town of Shady Shores, to the same extent as Corinth police officers acting within Corinth; provided, however, to the extent Lake Dallas does not have in effect an existing mutual aid agreement with such other municipality, Corinth shall obtain written agreement from such other municipality to authorize Lake Dallas police officers to provide police services pursuant to the agreement between Corinth and such other municipality;
- g. The Cities agree their respective police departments shall continue to operate in accordance with the standard operating practices and procedures adopted by the respective police departments except for those that are enacted by the Interim Chief during the term of this Agreement that are necessary to clarify the responsibilities of each department working in a unified, integrated manner pursuant to paragraph (d) of this section;
- h. The Cities shall continue to use, maintain, and pay for their existing police communication and dispatch operations through their respective interlocal cooperation agreements with Denton County through the Denton County Sheriff's Department;
- i. Each City and its police department shall continue to be responsible for the reporting, reports, and statistics applicable to that City's police department required to be kept, maintained, and/or prepared in accordance with applicable local, state, and federal laws or regulations; and
- j. The Cities will regularly and frequently communicate and meet with personnel from the respective Cities to share information and discuss issues affecting the joint operation of the two police departments.

**Section 4 – Personnel and Budget.**

- a. The Cities shall each maintain and be responsible for the compensation packages, human resource and payroll services necessary for the recruitment, screening, employment, and training of all police personnel required to provide services for their respective employees under this Agreement, including providing all employee policies and procedures and the administration thereof. The employees assigned by each City to perform police services during the term of this Agreement shall remain employees of the City with which such person was employed as of the Effective Date.
- b. All general and personal liability coverage necessary for the adequate protection of the Cities' employees providing said police services shall be maintained at the same level as existed on the Effective Date; provided, however, neither City shall be responsible for the other City's employee retirement and/or pension benefits.

**Section 5 – Administrative Fee.** Lake Dallas agrees to pay Corinth for administrative services,

including providing the services of the Interim Chief, in the amount of \$75,000.00 (the “**Administrative Fee**”) for the term of this Agreement; such amount to be paid in four (4) equal installments of \$18,750.00 each due on October 1, 2021, January 5, 2022, April 1, 2022, and July 1, 2022, respectively. The Cities agree that the Administrative Fee to be paid pursuant to this Section 5 is not based upon any experience or actual costs incurred by Corinth but is merely a negotiated fee that Corinth agrees is a reasonable fee paid to compensate Corinth for the services provided by Interim Chief during the term of this Agreement.

**Section 6 - Revenues Retained/Municipal Court Technology and Cooperation.**

- a. All revenues, fines, fees, and court costs that may be generated and collected by each City within the respective municipal boundaries of Lake Dallas and Corinth shall be retained by the City in which the offense occurred notwithstanding which City’s employee is responsible for performing the police services that resulted in the person being charged with the offense that resulted in the fee, fine, or court costs being assessed and collected.
- b. Police personnel from each City shall cooperate with court staff and appear as required in the other City’s municipal court for prosecution purposes. This provision shall survive the termination or expiration of the term of this Agreement.
- c. Each City shall be responsible for the payment of its respective programming costs for services provided by Brazos or other contractor as required for the respective City’s Municipal Court to receive data for citations filed, including, without limitation, the costs of programming or equipment to extract citation information and to provide such information to the court in which the citation will be filed.

**Section 7 – Feasibility Study.** During the term of this Agreement, the Cities agree to obtain the professional services necessary for the performance of a study to determine the feasibility of consolidating the Cities’ police departments into a single operational unit (the “Study”). Corinth shall be responsible for entering into and paying for the necessary contracts for the performance of the Study; provided, however, no contract for the performance on the Study shall be executed by Corinth unless and until Lake Dallas has approved (i) the proposed contents of the Study, including the subject matters to be addressed in the Study, (ii) the scope of services to be performed by the contracted professional in relation performance of the Study, and (iii) the person or entity that Corinth proposes be selected to perform the Study, which approvals shall not be unreasonably withheld. Corinth agrees to make reasonable efforts to engage the professional to perform the Study in sufficient time that the Study is presented in final form to the Cities not later than July 1, 2022.

**Section 8 - Termination.**

- a. Either City shall have the right to terminate this Agreement prior to the end of the term of this Agreement by delivering written notice to the other City not later than sixty (60) days prior to the date of Termination set forth in such notice.
- b. If Lake Dallas terminates this Agreement pursuant to this Section 8:

- (1) Lake Dallas shall not be obligated to pay any further installments of the Administrative Fee that would be due after the date of termination, but shall not be entitled to refund of any installments of the Administrative Fee previously paid; and
  - (2) Corinth shall terminate the contract with the professional engaged to perform the Study, in which case Lake Dallas shall reimburse Corinth the amount due from Corinth to said professional under Corinth's contract with such professional for the Study. The amount due from Lake Dallas shall be the amount due upon the effective date of termination of professional's contract.
- c. If Corinth terminates this Agreement pursuant to this Section 8:
- (1) Lake Dallas shall not be obligated to pay any further installments of the Administrative Fee that would be due after the date of termination. Corinth shall reimburse to Lake Dallas a pro rata portion of any Administrative Fee previously paid which was paid for any period following the date of termination set forth in Corinth's notice of termination; and
  - (2) Corinth shall not be entitled to any reimbursement by Lake Dallas for costs incurred by Corinth in relation to performance of the Study.

### **Section 9 - Party Liability.**

- a. **Lake Dallas.** To the extent allowed by law, and without waiving any immunity (governmental or otherwise) available to Lake Dallas under Texas or Federal law, or any other defenses Lake Dallas is able to assert under Texas or Federal law, Lake Dallas agrees to and accepts full responsibility for claims arising from or related to the negligent acts and/or omissions of Lake Dallas' officers, employees and agents that occur in association with providing the services to pursuant to this Agreement.
- b. **Corinth.** To the extent allowed by law, and without waiving any immunity (governmental or otherwise) available to Corinth under Texas or Federal law, or any other defenses Corinth is able to assert under Texas or Federal law, Corinth agrees to and accepts full responsibility for claims arising from or related to the negligent acts and/or omissions of Corinth's officers, employees and agents that occur in association with providing the services pursuant to of this Agreement.
- c. **Joint Responsibility.** If a claim or liability shall arise from the joint or concurring negligence of both Cities, such shall be borne by the City against whom the claim is made comparatively in accordance with the laws of the State of Texas as determined by a final, non-appealable judgment of a court of competent jurisdiction or as agreed in writing by the Cities.

- d. **Damage to Equipment.** All damages or repairs to any equipment or apparatus shall be the responsibility of the City that owns such equipment or apparatus. Each Party shall maintain its' own insurance coverage for such equipment or apparatus and shall notify its insurance carrier of its obligations and joint use of such equipment and apparatus pursuant to this Agreement. In the event damages to equipment or apparatus occur during a natural disaster or a state of emergency, as declared by a local, state, or federal governing authority ("a Disaster"), for which state or federal aid or grants may be sought in order to compensate the City for the damages incurred or resources expended in in relation to the Disaster:
- (1) Except as provided in paragraph (2), below, each City shall be responsible for making application for funds to compensate the City for said City's own damages or resources used as the result of the Disaster; and
  - (2) If only one City is authorized to make application for recovery of damages that occurred in relation to the Disaster, inclusive of damages incurred by the other City, the City making the application agrees to distribute to the other City the funds awarded to the City making the application for that portion of the claim relating to the other City's damages or resources used; provided, however, if the award is made in lump sum to the City that made the application without stating the items within the claim application to which the award applies, the Cities agree that the award will be shared proportionately on a percentage basis based on the value of the damages incurred and resources spent during the Disaster as it relates to the entire claim for which the original application was made.
- e. **No Waiver of Immunity.** Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which the Cities, their officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit. By entering this Agreement, the Cities do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any persons or entities who are not parties to this Agreement.

**Section 10. Miscellaneous.**

- a. **Notices.** Any notices or other communication required to be provided to a City in this Agreement shall be in writing, addressed as provided hereinafter to the City to whom the notice or other communication is given, and shall be either (i) delivered personally (hand-delivered), (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given: (i) when received if delivered personally; (ii) 72 hours after deposit in the United States mail if sent by mail; and (iii) twenty-four (24) hours after deposit if sent by Federal Express or other nationally recognized carrier to be delivered overnight. Addresses for notices and/or other communications are as follows:

To Lake Dallas:

City of Lake Dallas, Texas  
212 Main Street  
Lake Dallas, Texas 75065  
Attn: City Manager

With Copy to:

Kevin B. Laughlin  
Nichols, Jackson, Dillard, Hager & Smith, LLP  
500 N. Akard, Suite 1800  
Dallas, Texas 75201

To Corinth:

City of Corinth, Texas  
3300 Corinth Parkway  
Corinth, Texas 76208  
Attn: Police Chief

With Copy to:

Patricia Adams  
Messer, Fort & McDonald, PLLC  
6371 Preston Rd., Suite 200  
Frisco, Texas 75201

- b. **Governing Law, Venue.** This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Texas, without regard to choice of laws rules of any jurisdiction. Any and all suits, actions or legal proceedings between the Cities relating to this Agreement shall be maintained in the state courts of Denton County, Texas, which courts shall have exclusive jurisdiction for such purpose.
- c. **Relationship.** It is understood and agreed that the relationship between the Cities described in this Agreement is contractual in nature between independent parties and does not constitute, and shall not be construed, as creating a partnership or joint venture relationship between the Cities. By entering into this Agreement, the Cities do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any individual or entity that is not a signatory hereto. It is expressly understood and agreed that the Cities respective police departments remain a distinct department of each City, it being the intent of this Agreement to operate in a manner similar to the manner in which a consolidated department might operate, but with the Cities retaining full control over budgetary and personnel matters relating to their own police departments and consistent with the terms of this Agreement.
- d. **Entire Agreement.** This Agreement represents the entire agreement between the Cities with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.
- e. **Amendment.** This Agreement may only be amended by written agreement of the Cities; provided, however, the Lake Dallas's City Manager and Corinth's City Manager are authorized to make policy and procedure revisions to further implement this Agreement.
- f. **Headings; "Includes."** The section and subsection headings contained herein are for convenience only, shall not be used in interpretation of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement. For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation

or exclusive enumeration and use of the terms does not create a presumption that components not expressed are excluded.

- g. Severability.** The sections, subsection, and all provisions and portions of this Agreement are severable, and if any section, subsection, or other provision or portion hereof is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws, such section, subsection, or other provision or portion shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable sections, subsection, or other provision or portion is not a part hereof, and the remaining sections, subsections, and other provisions and portions hereof shall remain in full force and effect.
- h. Assignment.** Neither City may assign, transfer, or otherwise convey this Agreement, or any of its rights, duties, or obligations hereunder without the written consent of the other City.
- i. Force Majeure.** No City shall be liable to the other City for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Agreement due to causes beyond the City's control or because of applicable law, including, but not limited to, war, nuclear disaster, strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, floods, riots, rebellion, sabotage, terrorism, or any other circumstance for which a City is not legally responsible or which is not reasonably within its power to control. The affected City's obligation shall be suspended during the continuance of the inability then claimed, but for no longer period. To the extent possible, the City shall endeavor to remove or overcome the inability claimed with reasonable dispatch.
- j. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- k. Authorized Signatories.** The person signing this Agreement on behalf of each City has been properly authorized by the City's respective governing body to sign this Agreement for that City.
- l. Payment with Current Funds.** Each City represents that it will pay for the City's costs incurred in association with the City's provision of services or other obligations pursuant to this Agreement from current funds available to the performing City.

*City of Lake Dallas Signature Page*

**SIGNED AND AGREED** this \_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF LAKE DALLAS**

By: \_\_\_\_\_  
Mike Wilson, Interim City Manager

ATTEST

\_\_\_\_\_  
Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM

\_\_\_\_\_  
Kevin B. Laughlin, City Attorney

*City of Corinth Signature Page*

**SIGNED AND AGREED** this \_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF CORINTH**

By: \_\_\_\_\_  
Bob Hart, City Manager

ATTEST

\_\_\_\_\_  
Lana Wiley, City Secretary

APPROVED AS TO FORM

\_\_\_\_\_  
Patricia Adams, City Attorney