

STATE OF TEXAS	§	INTERLOCAL AGREEMENT BETWEEN
	§	COUNTY OF TARRANT AND THE
	§	TOWN OF EDGECLIFF VILLAGE FOR
COUNTY OF TARRANT	§	SHERIFF'S OFFICE POLICE SERVICES

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the subject of this Agreement is necessary for the benefit of the public and that each has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; and

WHEREAS, each governing body finds that the performance of this Agreement is in the common interest of both parties and that the division of costs fairly compensates the performing party for those services or functions under this Agreement; and

NOW, THEREFORE the Town of Edgecliff Village (TOWN), Tarrant County (COUNTY), and the Tarrant County Sheriff's Office (SHERIFF) agree as to the following:

**SECTION 1.
TERM**

This Agreement shall be for an initial term of twelve (12) months commencing on October 1, 2023, and ending September 30, 2024, and may be extended thereafter by mutual consent of the parties hereto and for such periods as may be mutually agreed upon. However, in accordance with the Texas Interlocal Cooperation Act, not later than September 30 of each year, commencing with September 30, 2024, this Agreement, or amendments thereto, shall be subject to approval by the governing bodies of COUNTY and TOWN in order that it shall remain in force and funds budgeted therefore.

**SECTION 2.
SCOPE OF SERVICES TO BE PROVIDED BY THE
COUNTY**

COUNTY hereby agrees to provide TOWN the following equipment, services, personnel, and facilities hereinafter collectively referred to as "Police Services":

- a. Patrol. COUNTY, through the SHERIFF, shall use its reasonable and best efforts to provide "full staffing" of patrol deputies to TOWN as much as possible. "Full staffing" is defined as one (1) or more deputies per shift, 16 hours a day, 7 days a week, for a total of two deputies per calendar day, plus any additional deputies mutually agreed upon with TOWN in the future. However, less than "full staffing" is acceptable to accommodate up to

an 18-day vacation cap per deputy per year, and additionally other necessary personnel absences, such as worker's compensation, Family Medical Leave, sick time, emergency leave, and training, which have no cap.

In no event shall staffing ever fall below one patrol deputy per shift within TOWN, and in the event of less than "full staffing", SHERIFF, if staffing is available, shall supplement staffing within TOWN with one other on-patrol district deputy as operationally necessary.

Staffing shall be used for routine neighborhood patrol, patrol of business establishments, criminal investigations, crime scene services and traffic control on all roadways within TOWN and enforcing the laws of the State of Texas in such a manner as to provide adequate police services considering factors such as, but not limited to, housing densities, commercial development, roadway conditions and traffic flow.

- b. Appearance in Municipal Court or other TOWN requested events. In addition to the annual compensation established in the Agreement, TOWN will be invoiced monthly by the COUNTY for actual overtime incurred for deputies who work at the request of the TOWN including Municipal Court appearances and/or other TOWN requested events. Bailiff services shall be provided for Town of Edgecliff Village Municipal Court upon TOWN's request and shall be invoiced monthly at the normal hourly rate of pay for each deputy provided, plus any overtime due to the particular deputy for time worked as bailiff.
- c. Jail. The COUNTY shall provide jail services for housing TOWN prisoners including providing booking services, feeding, hygiene and release. Jail services for Class C misdemeanants only shall be invoiced monthly at the daily rate of \$85 per inmate per day.
- d. Warrants. The COUNTY shall enter Class C warrants from the Town of Edgecliff Village Municipal Court into the TCIC (regional or local database)/NCIC (national database) until these warrants are executed by arrest or otherwise recalled by the Town of Edgecliff Village Municipal Court or automatically purged from the system two (2) years after entry into database.
- e. Access to information. Upon request, the TOWN shall be provided access to information related to the Police Services provided under this Agreement, including but not limited to, law enforcement activity reports and statistics for the purpose of providing TOWN performance measures relating to services provided by COUNTY in accordance with this Agreement.
- f. Although TOWN's contract price is based on a flexible provision of patrol deputies as described above, TOWN shall receive plenary law enforcement services at no additional charge in connection with this contract, such as detective services, entry of TOWN's Class C warrants into TCIC and NCIC databases, dispatch services, and additional staff services supporting law enforcement.

- g. Performance Standards. In performing its duties under this Agreement, the COUNTY shall:
- (1) Establish clear and concise communication and accountability to the TOWN.
 - (2) Assign specific deputies to the TOWN but reserves the right to substitute deputies as needed.
 - (3) Assign a deputy to the TOWN to be a liaison between the Mayor or their designee of TOWN and the Sheriff's Office. This deputy shall provide a monthly report of activity in the TOWN.
 - (4) Pick up prisoners when arrested on a TOWN warrant or capias by another Tarrant County law enforcement agency within 24 hours of prisoner's eligibility for release.
 - (5) Patrol the TOWN on a routine basis and have a visible presence in the TOWN.
 - (6) Follow all COUNTY administrative policies for law enforcement.
 - (7) Abide by the TOWN policies for police services attached hereto as "Exhibit A".
 - (8) Attend/testify, when necessary, in the Town of Edgecliff Village Municipal Court.
 - (9) Each deputy shall use Town of Edgecliff Village citation books. Neither COUNTY nor its employees or agents shall have any liability for any loss or damage to TOWN's citation books.

SECTION 3. TOWN'S OBLIGATIONS

TOWN agrees to pay the sum of Three Hundred Eighty-Seven Thousand Eight-Hundred Thirty-Seven Dollars and Fifty-One Cents (\$387,837.51) (the "Patrol Payment") to the COUNTY for the Patrol and Plenary Services for the twelve-month period beginning October 1, 2023, and ending September 30, 2024, said sum to be paid in monthly equal installments of Thirty-Two Thousand Three-Hundred Nineteen Dollars and Seventy-Nine Cents. (\$32,319.79) beginning with the date of execution of this Agreement by both parties. TOWN will receive a staffing report from COUNTY detailing the number of deputies provided to TOWN on each shift of each day of the month.

SECTION 4. TERMINATION

- a. It is expressly understood and agreed that the period or term of this Agreement may be terminated with or without notice by COUNTY at any time after TOWN has defaulted in the payment of any obligation hereunder.
- b. This Agreement may be terminated at any time by either party hereto by the giving of three (3) months written notice, delivered by certified mail.
- c. The TOWN may terminate this Agreement upon thirty (30) days written notice, delivered by certified mail, if the COUNTY fails to perform police services or comply with Section 2 of this Agreement.
- d. In the event of termination, TOWN will remain liable for the pro rata amount of the payment due up to the day of termination.

SECTION 5. NOTICES

All written notices shall be sent to the following parties by certified mail-return receipt requested:

County Administrator
Tarrant County Admin. Building
100 East Weatherford
Suite 404
Fort Worth, Texas 76196

Mayor
Town of Edgecliff Village
105 Main Street
Town of Edgecliff Village, Texas 76052

SECTION 6. JURISDICTION

By this Agreement, TOWN grants full and complete authorization and jurisdiction to COUNTY for all police services provided by COUNTY and contained in this Agreement. Said jurisdiction shall apply to the town limits of Town of Edgecliff Village.

SECTION 7.

Venue for any legal dispute arising pursuant to this Agreement shall lie in the County of Tarrant, State of Texas.

SECTION 8.

It is expressly understood and agreed that deputies assigned to the fulfillment of the responsibilities of the Sheriff undertaken by this Agreement are subject to the control and discretion of the Sheriff in the performance of their duties and that the deputies, as such, shall have no duty or obligation to TOWN or the residents of said TOWN different from those duties and obligations which the Sheriff has to the public generally, except as stated in this Agreement.

SECTION 9.

Both parties mutually agree that COUNTY is an independent contractor, and shall have exclusive control of performance hereunder, and that employees of COUNTY in no way are to be considered employees of TOWN.

SECTION 10.

This Agreement may only be modified, changed, or altered at any time, upon mutual agreement of parties, provided that any such modification, change and/or alteration be reduced to writing, and approved by the governing bodies of COUNTY and TOWN.

This Agreement is made and entered into this _____ day of _____, 2023.

Court Order _____

**COUNTY OF TARRANT
STATE OF TEXAS**

TOWN OF EDGECLIFF VILLAGE, TEXAS

Tim O'Hare
County Judge

Dennis Rigney
Mayor

Bill Waybourn
Sheriff

ATTEST:

TOWN Secretary

APPROVED AS TO FORM:

Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

“EXHIBIT A”

TOWN OF EDGECLIFF VILLAGE POLICE SERVICES

1. The on-duty deputy assigned to Edgecliff Village will be allowed to serve as a bailiff for the Edgecliff Village municipal court once a month as long as the deputy is not a witness in any case before the court. In addition, the deputy serving as a bailiff for the court will be subject to answering Edgecliff Village patrol calls as necessary.
2. The on-duty deputy shall pickup Edgecliff keys to Town Hall at the patrol office for use during his shift in the Village.
3. The on-duty deputy shall advise the Town staff of shift change and presence when the deputy arrives.
4. Each deputy shall log out an Edgecliff Village ticket book and leave tickets in the Inbox in the Law Enforcement Office at the end of the shift.
5. The focus should be on patrolling the Village, with emphasis on community policing.
6. Court dates are posted on the Law Enforcement Office door. Each deputy will be notified if they need to attend Court through correspondence faxed to the main office.

“EXHIBIT B”

COST ANALYSIS FOR CONTRACT PATROL SERVICES - EDGECLIFF VILLAGE FY2024

BASE SALARY

Patrol Deputy	Average salary for Grade 53 - \$34.73	\$72,238.40
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FRINGE BENEFITS

Structure Estimate	7.00%	5,056.69
Step	2.91%	2,249.29
Longevity	Maximum \$5/month X 25 years	1,500.00
Holiday Pay	13 days x 8 hours x \$37.62	3,977.22
Retirement	19.50%	16,579.21
FICA	7.65%	6,504.15
Worker's Comp	\$1.27 per \$100 worth of payroll	1,010.21
Group Medical	Per employee rate (\$917/mo.)	11,004.00
Certification Pay	\$50 per month	600.00
Clothing	\$700/year	<u>700.00</u>
		\$121,419.17

53 Average Hourly Rate (includes projected step & structure increase)	\$38.24
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Combined Hourly Rate: \$121,419.17 / 2,080 hours	\$58.37
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(Combined Hourly rate is calculated using average salary as of July 2023 for grade 53 and all associated costs)

Basic Services	3 positions x	\$121,419.17	\$364,257.51
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Vehicle Usage		
3,000 miles/month** x .655 x 12 months		<u>23,580.00</u>

**** (Based on 16 hrs./day)**

TOTAL ANNUAL COST:	<u><u>\$387,837.51</u></u>
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Does not include dispatch services, calls for service/patrol services after contract hours, investigative services, administrative overhead, etc.

