

STATE OF TEXAS

COUNTY OF TARRANT

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 City of Haslet (CITY), 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, 2022, and ending September 30, 2023, 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, 2022, this Agreement, or amendments thereto, shall be subject to approval by the governing bodies of COUNTY and CITY 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 CITY 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 CITY as much as possible. “Full staffing” is defined as two (2) or more deputies per shift, 24 hours a day, 7 days a week, for a total of six deputies per calendar day, plus any additional deputies mutually agreed upon with CITY in the future. However, less than “full staffing” is acceptable to accommodate up to an 18-day vacation cap per officer 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 officer per shift within CITY, and in the event of less than "full staffing", SHERIFF, if staffing is available, shall supplement staffing within CITY with one other on-patrol district officer 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 CITY 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. Traffic. COUNTY, through the SHERIFF, shall use its reasonable and best efforts to provide "full staffing" of traffic deputies to CITY as much as possible. "Full staffing" is defined as one (1) deputy per shift, 16 hours a day, 5 days a week, for a total of 2 deputies per calendar day, plus any additional deputies mutually agreed upon with CITY in the future. However, less than "full staffing" is acceptable to accommodate up to an 18-day vacation cap per officer 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 traffic officer per shift within CITY, and in the event of less than "full staffing", SHERIFF, if staffing is available, shall supplement staffing within CITY with one other on-duty district officer as operationally necessary.

Staffing shall be used for traffic control on all roadways within CITY 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.

- c. Appearance in Municipal Court or other CITY requested events. In addition to the annual compensation established in the Agreement, CITY will be invoiced monthly by the COUNTY for actual overtime incurred for deputies who work at the request of the CITY including Municipal Court appearances and/or other CITY requested events. Bailiff services shall be provided for Haslet Municipal Court upon CITY'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.
- d. Jail. The COUNTY shall provide jail services for housing CITY 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.
- e. Warrants. The COUNTY shall enter Class C warrants from the Haslet Municipal Court into the TCIC (regional or local database)/NCIC (national database) until these warrants are executed by arrest or otherwise recalled by the Haslet Municipal Court or automatically purged from the system two (2) years after entry into database.

- f. Access to Information. Upon request, the CITY 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 CITY performance measures relating to services provided by COUNTY in accordance with this Agreement.
- g. Although CITY's contract price is based on a flexible provision of patrol and traffic deputies as described above, CITY shall receive plenary law enforcement services at no additional charge in connection with this contract, such as detective services, entry of CITY's Class C warrants into TCIC and NCIC databases, dispatch services, and additional staff services supporting law enforcement.
- h. Performance Standards. In performing its duties under this Agreement, the COUNTY shall:
 - (1) Establish clear and concise communication and accountability to the CITY.
 - (2) Assign specific deputies to the CITY but reserves the right to substitute deputies as needed.
 - (3) Assign a deputy to the CITY to be a liaison between the Mayor or their designee of CITY and the Sheriff's Office. This officer shall provide a monthly report of activity in the CITY.
 - (4) Pick up prisoners when arrested on a CITY warrant or capias by another Tarrant County law enforcement agency within 24 hours of prisoner's eligibility for release.
 - (5) Patrol the CITY on a routine basis and have a visible presence in the CITY.
 - (6) Follow all COUNTY administrative policies for law enforcement.
 - (7) Abide by the City policies for police services attached hereto as "Exhibit A".
 - (8) Attend/testify, when necessary, in the Haslet Municipal Court.
 - (9) Each deputy shall use Haslet electronic citation devices. Neither COUNTY nor its employees or agents shall have any liability for any loss or damage to CITY's electronic citation devices.

SECTION 3. CITY'S OBLIGATIONS

CITY agrees to pay the sum of Nine Hundred Ninety-Five Thousand Eighty-Two Dollars and Twenty-Five Cents (\$995,082.25) (the "Patrol Payment") to the COUNTY for the Patrol and Plenary Services for the twelve-month period beginning October 1, 2022, and ending September 30, 2023, said sum to be paid in monthly equal installments of Eighty-Two Thousand Nine Hundred Twenty-Three Dollars and Fifty-Two Cents. (\$82,923.52) beginning with the date of execution of this Agreement by both parties. CITY will receive a staffing report from COUNTY detailing the number of officers provided to CITY on each shift of each day of the month.

Additionally, CITY agrees to pay the monthly sum of Thirty Thousand Two-Hundred Sixty-One Dollars and Seventeen Cents (\$30,261.17) (the "Traffic Payment") to the COUNTY for the Traffic and Plenary Services for the agreed upon period beginning on the mutually agreed date between COUNTY through the SHERIFF and CITY and ending September 30, 2023, said sum to be paid in monthly installments as stated above. CITY will receive a staffing report from COUNTY detailing the number of officers provided to CITY 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 CITY 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 CITY 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, CITY 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
City of Haslet
105 Main Street
Haslet, Texas 76052

SECTION 6. JURISDICTION

By this Agreement, CITY 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 corporate city limits of CITY.

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 CITY or the residents of said CITY 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 CITY.

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 CITY.

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

Court Order _____

**COUNTY OF TARRANT
STATE OF TEXAS**

Tim O'Hare
County Judge

Bill Waybourn
Sheriff

APPROVED AS TO FORM:

Criminal District Attorney's Office*

CITY OF HASLET, TEXAS

Gary Hulse
Mayor

ATTEST:

Shannon Montgomery
City Secretary



*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”

CITY OF HASLET POLICE SERVICES

1. If desired, the on-duty deputy assigned to Haslet may serve as a bailiff for the Haslet 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 Haslet patrol calls as necessary.
2. Each deputy shall use Haslet electronic citation devices or Haslet citation books.
3. Court dates will be posted at an assigned location for deputies. Each deputy will be notified in advance if they need to attend Court.

“EXHIBIT B”

PROJECTED COST ANALYSIS FOR CONTRACT PATROL SERVICES - CITY OF HASLET FY2023

BASE SALARY

Patrol Deputy	Average Salary for Grade 53 \$33.41	\$69,492.80
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FRINGE BENEFITS

Structure	4.00%	2,779.71
Step	3.29%	2,377.77
Longevity	Maximum \$5/month for 25 years	1,500.00
Holiday Pay	13 days x 8 hours x \$35.89	3,732.51
Retirement	19.50%	15,577.14
FICA	7.65%	6,111.03
Worker's Comp	\$1.36 per \$100 worth of payroll	1,015.24
Group Medical	Per employee rate (\$917/mo)	11,004.00
Certification Pay	\$50/per month	600.00
Clothing	\$700/year	<u>700.00</u>
		\$114,890.21
*Structure (ARPA)	4.00%	2,779.71

** Original budget planning included a 9% structure increase. One time payment was made using ARPA funds. This reduced the structure to 4%.*

53 Average Hourly Rate (includes projected step & structure increase)	\$35.89
Combined Hourly Rate: \$114,890.21 / 2080 hours	\$55.24

(Combined Hourly rate is calculated using average salary as of June 2022 for grade 53 and all associated costs)

Basic Services	6 positions x \$114,890.21	\$689,341.28
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Indirect Cost Rate	Basic Services x 30.67%	\$211,420.97
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**** (Based on 30.67% ICR)**

Vehicle Usage

12,000 miles/month** x .655 x 12 months	<u>94,320.00</u>
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**** (Based on 24 hrs/day)**

TOTAL ANNUAL COST:	<u>\$995,082.25</u>
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*The Indirect Cost Rate (ICR) captures the indirect costs associated with service provision which are absorbed by the contracting entity including, but not limited to, dispatch services, calls for service/patrol services outside of contractually defined hours, investigative services, and administrative overhead. The ICR is objectively calculated by a third-party consultant.

“EXHIBIT C”

PROJECTED COST ANALYSIS FOR CONTRACT TRAFFIC SERVICES - CITY OF HASLET FY2023

BASE SALARY

Patrol Deputy	Average Salary for Grade 53 \$33.41	\$69,492.80
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FRINGE BENEFITS

Structure	4.00%	2,779.71
Step	3.29%	2,377.77
Longevity	Maximum \$5/month for 25 years	1,500.00
Holiday Pay	13 days x 8 hours x \$35.89	3,732.51
Retirement	19.50%	15,577.14
FICA	7.65%	6,111.03
Worker's Comp	\$1.36 per \$100 worth of payroll	1,015.24
Group Medical	Per employee rate (\$917/mo)	11,004.00
Certification Pay	\$50/per month	600.00
Clothing	\$700/year	<u>700.00</u>
		\$114,890.21
*Structure (ARPA)	4.00%	2,779.71

** Original budget planning included a 9% structure increase. One time payment was made using ARPA funds. This reduced the structure to 4%.*

53 Average Hourly Rate (includes projected step & structure increase)	\$35.89
Combined Hourly Rate: \$114,890.21 / 2080 hours	\$55.24

(Combined Hourly rate is calculated using average salary as of June 2022 for grade 53 and all associated costs)

Basic Services	2 positions x \$114,890.21	\$229,780.43
Indirect Cost Rate	Basic Services x 30.67%	\$70,473.66
** (Based on 30.67% ICR)		
Vehicle Usage		
8,000 miles/month** x .655 x 12 months		<u>62,880.00</u>
** (Based on 16 hrs/day)		

TOTAL ANNUAL COST:	<u>\$363,134.08</u>
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*The Indirect Cost Rate (ICR) captures the indirect costs associated with service provision which are absorbed by the contracting entity including, but not limited to, dispatch services, calls for service/patrol services outside of contractually defined hours, investigative services, and administrative overhead. The ICR is objectively calculated by a third-party consultant.