



# AGENDA

**City of Lucas**  
**City Council Meeting**  
**June 15, 2017**  
**7:00 PM**  
**City Hall – Council Chambers**  
**665 Country Club Road – Lucas, Texas**

Notice is hereby given that a City of Lucas meeting of the City Council will be held on Thursday, June 15, 2017 at 7:00 pm at Lucas City Hall, 665 Country Club Road, Lucas, Texas, 75002-7651 at which time the following agenda will be discussed. As authorized by Section 551.071 of the Texas Government Code, the City Council may convene into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during the meeting.

## Call to Order

- Roll Call
- Determination of Quorum
- Reminder to turn off or silence cell phones
- Pledge of Allegiance

## Citizen Input

The Citizens' Input portion of the agenda is an opportunity for the public to address the City Council on any subject. By completing a "Request to Speak" form and submitting it to the City Secretary, citizens have an opportunity to speak at the City Council meeting. However, in accordance with the Texas Open Meetings Act, the City Council cannot discuss issues raised or make any decisions but may refer items to City Staff for research and possible inclusion on a future agenda.

### 1. Citizen Input (Mayor Jim Olk)

## Community Interest

Pursuant to Section 551.0415 of the Texas Government Code, the City Council may report on the following items: 1) expression of thanks, congratulations or condolences; 2) information about holiday schedules; 3) recognition of individuals; 4) reminders about upcoming City Council events; 5) information about community events; and 6) announcements involving imminent threat to public health and safety.

### 2. Community Interest. (Mayor Jim Olk)

- A. Discuss pending legislation that is being considered by the 85<sup>th</sup> Legislature and provide guidance to City Staff and City Attorney.

### Consent Agenda

All items listed under the consent agenda are considered routine and are recommend to the City Council for a single vote approval. If discussion is desired, an item may be removed from the consent agenda for a separate vote.

3. Approval of the minutes of the May 12, 2017 City Council special meeting. (City Secretary Stacy Henderson)
4. Approval of the minutes of the June 1, 2017 City Council meeting. (City Secretary Stacy Henderson)

### Regular Agenda

5. Consider contacting property owners adjacent to 325 West Lucas Road for the purpose of the City selling approximately .89 acres of land. (Development Services Director Joe Hilbourn)
6. Consider giving direction to the City Manager 1) to make repairs to various roadways and 2) enter into a contract with APAC/Oldcastle in an amount not to exceed \$200,000 for said roadways as part of the Street Maintenance for Summer 2017. (Public Works Director/City Engineer Stanton Foerster)
7. Consider the provisions of law enforcement services for the City of Lucas and entering into an Interlocal Agreement for such services with Collin County or entering into an Interlocal Agreement for such services with the Town of Fairview, Texas. (Mayor Jim Olk, City Manager Joni Clarke)

### Executive Session

8. Executive Session: An Executive Session is not scheduled for this meeting.
9. Adjournment.

### Certification

*I hereby certify that the above notice was posted in accordance with the Texas Open Meetings Act on the bulletin board at Lucas City Hall, 665 Country Club Road, Lucas, TX 75002 and on the City's website at [www.lucastexas.us](http://www.lucastexas.us) on or before 5:00 p.m. on June 9, 2017.*

\_\_\_\_\_  
*Stacy Henderson, City Secretary*

*In compliance with the American with Disabilities Act, the City of Lucas will provide for reasonable accommodations for persons attending public meetings at City Hall. Requests for accommodations or interpretive services should be directed to Stacy Henderson at 972.912.1211 or by email at [shenderson@lucastexas.us](mailto:shenderson@lucastexas.us) at least 48 hours prior to the meeting.*



# City of Lucas City Council Agenda Request June 15, 2017

Item No. 01

Requester: Mayor Jim Olk

**Agenda Item:**

Citizens' Input

**Background Information:**

NA

**Attachments/Supporting Documentation:**

NA

**Budget/Financial Impact:**

NA

**Recommendation:**

NA

**Motion:**

NA



# City of Lucas Council Agenda Request June 15, 2017

Requester: Mayor Jim Olk

## **Agenda Item:**

Items of Community Interest:

2. Discuss pending legislation that is being considered by the 85th Legislature and provide guidance to City Staff and City Attorney.

## **Background Information:**

NA

## **Attachments/Supporting Documentation:**

NA

## **Budget/Financial Impact:**

NA

## **Recommendation:**

NA

## **Motion:**

NA



# City of Lucas Council Agenda Request June 1, 2017

Item No. 03-04

Requester: City Secretary Stacy Henderson

## **Consent Agenda Items:**

3. Approval of the minutes of the May 12, 2017 City Council special meeting
4. Approval of the minutes of the June 1, 2017 City Council meeting.

## **Background Information:**

NA

## **Attachments/Supporting Documentation:**

1. Minutes of the May 12, 2017 City Council special meeting
2. Minutes of the June 1, 2017 City Council meeting.

## **Budget/Financial Impact:**

NA

## **Recommendation:**

City Staff recommends approval of the Consent Agenda.

## **Motion:**

I make a motion to approve the Consent Agenda as presented.



City of Lucas  
City Council Special Meeting  
May 12, 2017  
8:00 A.M.

City Hall - 665 Country Club Road – Lucas Texas  
**Minutes**

**Call to Order**

Mayor Olk called the meeting to order at 8:00 a.m.

**City Councilmembers Present:**

Mayor Jim Olk  
Mayor Pro Tem Kathleen Peele  
Councilmember Debbie Fisher

**Staff Present:**

City Manager Joni Clarke  
City Secretary Stacy Henderson

**City Councilmembers Absent:**

Councilmember Wayne Millsap  
Councilmember Tim Baney  
Councilmember Steve Duke  
Councilmember Philip Lawrence

Mayor Olk determined that a quorum was present, per the Texas Election Code, Section 67.004(a) for the purpose of canvassing a city election, only two members of the City Council were needed to constitute a quorum and conduct the special meeting.

**Regular Agenda**

1. **Consider approving Resolution R-2017-05-00463 of the City Council of the City of Lucas, Texas, canvassing the returns and certifying the results of the Municipal Officers Election of the City of Lucas, Texas, held in the City of Lucas, Collin County, Texas, on May 6, 2017 for the purpose of electing two City Council Members (Seat 1 and 2) to serve three (3) year terms, beginning May 18, 2017.**

**MOTION:** *A motion was made by Councilmember Fisher, seconded by Mayor Pro Tem Peele to approve Resolution R-2017-05-00463 canvassing the returns and certifying the results of the Municipal Officers Election of the City of Lucas, Texas, held May 6, 2017 City Council Members Seat 1 and 2 to serve three year terms, beginning May 18, 2017. The motion passed unanimously by a 3 to 0 vote.*

2. **Adjournment.**

**MOTION:** *A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Fisher to adjourn the meeting at 8:01 am. The motion passed unanimously by a 3 to 0 vote.*

APPROVED:

\_\_\_\_\_  
Jim Olk, Mayor

ATTEST:

\_\_\_\_\_  
Stacy Henderson, City Secretary



**City of Lucas  
City Council Meeting  
June 1, 2017  
7:00 P.M.**

**City Hall - 665 Country Club Road – Lucas Texas  
Minutes**

**Call to Order**

Mayor Olk called the meeting to order at 7:00 p.m.

**City Councilmembers Present:**

Mayor Jim Olk  
Mayor Pro Tem Kathleen Peele  
Councilmember Wayne Millsap  
Councilmember Tim Baney  
Councilmember Steve Duke  
Councilmember Debbie Fisher

**Staff Present:**

City Manager Joni Clarke  
City Attorney Joe Gorfida  
City Secretary Stacy Henderson  
Development Services Director Joe Hilbourn  
Public Works Director/City Engineer Stanton Foerster  
Fire Chief Ted Stephens  
Finance Director Liz Exum

**City Councilmember Absent:**

Councilmember Philip Lawrence

Mayor Olk determined that a quorum was present. Everyone was reminded to turn off or silence their cell phones and the Pledge of Allegiance was recited.

**Citizen Input**

**1. Citizen Input.**

The following citizens spoke during Citizen Input:

Jeff Brand, 1955 Mary Lee Lane gave a presentation and discussed the variance received for a fence that was erected on his neighbor's property. Mr. Brand stated that he was not notified of the variance and permit issued for the privacy fence that adversely affects his property. Mr. Brand asked that the City's Code of Ordinances be amended to allow for more property owner input and recourse regarding issues that affect property values.

Mayor Olk noted that this item was not on the agenda, and therefore open discussion could not occur; however, he asked staff to submit a written report to the City Council regarding the permit issued, and a Councilmember would follow up with Mr. Brand.

Michael Hughes, 11 White Rock Trail, asked to speak regarding Agenda Item No. 10. He noted that speeding and large amounts of traffic occur on White Rock Trail and asked that options be considered to control the speeding.

Page Schreck, 29 White Rock Trail, asked to speak regarding Agenda Item No. 10. She stated that White Rock Trail was in poor condition and the street needed to be repaired.

Richard Wolfe, 28 White Rock Trail, also asked to speak regarding Agenda Item No. 10. He noted that with additional traffic in the area due to the detour of Blondy Jhune Road, White Rock Trail had deteriorated and needed to be repaired.

Debra Guillemaud, 32 Pecan Grove, spoke regarding Agenda Item No. 10 and stated that she was in favor of setting aside funding for the repair of White Rock Trail.

Leon Luckey, 1065 Wendy Lane, asked that as the City continues to grow, to maintain the country feel and not remove trees during development.

### Community Interest

#### 2. Community Interest.

**Discuss pending legislation that is being considered by the 85<sup>th</sup> Legislature and provide guidance to City Staff and City Attorney.**

City Attorney Joe Gorfida noted that it was being decided if a legislative special session would take place. An item to continue to watch was the bill that allowed cellular network devices within the City's right-of-way. Mr. Gorfida noted that should this bill be approved; the City would have to address their ordinances in place.

### Consent Agenda

#### 3. Approval of the minutes of the May 18, 2017 City Council meeting.

***MOTION:** A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Duke to approve the Consent Agenda as presented. The motion passed unanimously by a 6 to 0 vote.*

### Regular Agenda

#### 4. Consider the appointment of Mayor Pro Tem to serve for a one year period beginning June 1, 2017 and ending May 31, 2018.

***MOTION:** A motion was made by Councilmember Fisher, seconded by Councilmember Baney to nominate Kathleen Peele as Mayor Pro Tem. The motion passed unanimously by a 6 to 0 vote.*

#### 5. Discuss the City of Lucas participating in the Estate Life Lucas Magazine and possible content to be included should participation take place.

City Secretary Stacy Henderson noted that Estate Life magazine would be publishing a magazine specifically for Lucas called Estate Life Lucas beginning in August 2017. Ms. Henderson noted that this would be a monthly magazine mailed to each Lucas homeowner and the magazine had offered to include content from the City should there be an interest.

Mr. Jonathan Price, Editor of Estate Life spoke with the Council regarding the community focused magazine and its general content. He stated there would be no charge to the City for placing content in the magazine.



The City Council was in favor of participating in Estate Life Lucas as another way to reach the community and asked that Mr. Price keep in contact with staff regarding future articles.

**6. Discuss the Capex Consulting Group Water and Wastewater Rate Study and Five Year Financial Plan and set date for the public hearing.**

Councilmember Millsap stated that he had some additional questions and research regarding the rate study and asked if the item could be tabled to allow additional time to meet with Capex Consulting Group regarding their rate study and five-year financial plan.

***MOTION:** A motion was made by Councilmember Millsap, seconded by Councilmember Duke to table this item to review and work with Capex Consulting on the rate study and financial plan. The motion passed unanimously by a 6 to 0 vote.*

**7. Consider Ordinance 2017-06-00854 providing for annexation of a parcel of land located in the City of Lucas, Collin County, Texas, being a part of the John Gray Survey, Abstract Number 349, being a part of the George Gunnell Survey, Abstract No. 352, being a part of the Ann S. Hurt Survey, Abstract No. 428, being a part of the James Lovelady Survey, Abstract No. 538, being a part of the Lewis P. Turner Survey, Abstract No. 901, and being all of a called 78.944 acre tract of land described in a Special Warranty Deed to Mentone Partners, LLC, as recorded in Document Number 20151028001365820, of the Deed Records of Collin County, Texas more commonly known as Stinson Highlands Phase 3.**

***MOTION:** A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Baney to adopt Ordinance 2017-06-00854 approving the annexation of approximately 78.944 acres more commonly known as Stinson Highlands Phase 3. The motion passed unanimously by a 6 to 0 vote.*

**8. Consider annexation of all remaining lots located outside the city limits of Lucas in Claremont Springs Estates Phase 1, Edgewood Estates, and Cimarron Estates subdivisions.**

Mayor Olk noted that this item was placed on the agenda due to possible legislation that may limit the City's ability to annex. Mayor Olk asked if the Council would be in favor of approaching communities that are not currently annexed into the City to discuss their interest in being annexed.

The City Council members were in favor of talking with communities to gauge their interest in being annexed into the City.

Nancy Scanlan, 2085 Claremont Drive, President of the Claremont Springs Homeowners Association, stated that she had notified all of the homeowners in their community to take part in the City Council meeting should they be opposed to any annexation. There was no one present. Ms. Scanlan also stated that in conversations she had with surrounding homeowners, a majority were in favor of being annexed into the City. Ms. Scanlan stated that she would like to facilitate a meeting with members of the Council and the Claremont Springs community to discuss the details of annexation.

Mayor Olk postponed discussion on this item to allow additional time to meet with communities to discuss possible annexation.

9. **Consider authorizing the City Manager to enter into a construction contract with Reynolds Asphalt Construction for the West Lucas Road Widening and Overlay Project (Bid 009-17) to reconstruct and repair the roadway pavement from Country Club Road to Angel Parkway in an amount not to exceed \$1,172,779.50 from account 21-8210-302 plus a 25% contingency of \$293,195.00 from account 11-8209-301.**

Public Works Director/City Engineer Stanton Foerster stated that the widening portion of the project was funded by the regional toll revenues received through Collin County and approved by the Regional Transportation Council, and the repair portion of the project was funded by the roadway maintenance funds. Mr. Foerster stated that based on field conditions, staff would determine if an area would be repaired or widened and may need to request adjustments to the funding at a later date.

**MOTION:** *A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Millsap to authorize the City Manager to enter into a construction contract with Reynolds Asphalt Construction for the West Lucas Road widening and overlay project to reconstruct and repair the roadway pavement from Country Club Road to Angel Parkway in an amount not to exceed \$1,172,779.50 from account 21-8210-302 plus a 25 percent contingency of \$293,195 from account 11-8209-301. The motion passed unanimously by a 6 to 0 vote.*

10. **Consider giving direction to the City Manager 1) to reserve funds for Orr Road and White Rock Trail projects; 2) to make repairs to various roadways; and 3) enter into a contract with APAC/Oldcastle in an amount not to exceed \$200,000 for said roadways as part of the Street Maintenance for Summer 2017.**

Public Works Director/City Engineer Stanton Foerster discussed roadways needing immediate attention and proposed to be included as part of the summer 2017 street maintenance projects that included Orr Road and White Rock Trail. Mr. Foerster also recommended the following options for street repairs:

- Option 1 - Daytona Avenue, Fairbrook Circle and Horseman Drive
- Option 2 – Forest Grove Road
- Option 3 – 4,500 feet of Stinson Road
- Option 4 – Skyview Drive and Osage Lane

Mayor Pro Tem Peele also recommended that the cul-de-sacs located on Edgefield Lane, Estates Road, and Prada Verde should also be included as part of the street projects in need of repair.

The Council discussed the traffic volumes and the road conditions on Lewis Lane and Stinson Road as well as different pavement options.

The Council also discussed the various street options and how to prioritize those options. The Council agreed that a prioritized list of street repairs was needed.

**MOTION:** *A motion was made by Mayor Olk, seconded by Councilmember Millsap to reserve funds for the Orr Road design in the amount of \$4,500, and White Rock Trail repairs in the amount of \$243,455. The motion passed unanimously by a 6 to 0 vote.*

Mayor Olk asked that the other roadway items for consideration be tabled until staff brings forward a street prioritization list.

- 11. Consider adopting Ordinance 2017-06-00855 amending Chapter 5, Fire Prevention and Protection of the City's Code of Ordinances by approving the liquified petroleum gas safety rules that have been adopted by the Texas Railroad Commission.**

City Attorney Joe Gorfida stated that the proposed ordinance amends the City's Code of Ordinances to clarify that the Texas Railroad Commission liquified petroleum gas safety rules supersede any other rules that have been adopted. Mr. Gorfida stated that the Texas Propane Gas Association filed a lawsuit listing various cities within the State of Texas that adopted their International Fire Code without this reference. The Propane Gas Association has agreed to drop all lawsuits when adoption of the ordinance amending the Code has passed.

***MOTION:** A motion was made by Councilmember Millsap, seconded by Mayor Oik to adopt Ordinance 2017-06-00855 amending Chapter 5, Fire Prevention and Protection of the City's Code of Ordinances approving the liquified petroleum gas safety rules that have been adopted by the Texas Railroad Commission. The motion passed unanimously by a 6 to 0 vote.*

- 12. Consider authorizing the City Manager to amend, per Article XVIII 18.5 of the existing Rise Broadband Communications Facilities License Agreement to add and remove specific pieces of equipment from the Agreement based on a fix fee of \$100 per piece of equipment as needed and discuss renewal of the upcoming Communications Facilities License Agreement in June 2017.**

Public Works Director/City Engineer Stanton Foerster stated that the Rise Broadband agreement calls for three water towers locations at a rate of \$400 per water tower. Rise Broadband has requested additional equipment on one of the water towers and offered to pay the City an additional \$100 per month changing the rent from \$400 to \$500 per month.

The City Council discussed the number of equipment items that could be structurally placed on the water tower and if any upgraded equipment would be placed on the towers.

Mr. Foerster noted that the new equipment being placed on the water tower was upgraded and provide for a greater band width.

***MOTION:** A motion was made by Councilmember Millsap, seconded by Mayor Pro Tem Peele to authorize the City Manager to amend, per Article XVIII 18.5, the Rise Broadband Communications Facilities License Agreement to add and remove specific pieces of equipment from the Agreement based on a fixed fee of \$100 monthly per piece of equipment as needed. The motion passed unanimously by a 6 to 0 vote.*

- 13. Consider the provision of law enforcement services for the City of Lucas and provide guidance to staff.**

Mayor Pro Tem Peele requested to go into Executive Session to seek legal advice from the City Attorney regarding this matter pursuant to Section 551.071 of the Texas Government Code at 8:20 pm.

**Executive Session**

14. **The City Council will convene into executive session pursuant to Section 551.072 to deliberate the lease of real property located within the City of Lucas and pursuant to Section 551.087(2) to deliberate the offer of a financial incentive with Sana Properties.**

The City Council convened into Executive Session at 8:20 pm as part of Agenda Item 13, and would also be discussing Agenda Item 14 during Executive Session pursuant to Section 551.072 and deliberate the lease of real property located within the City of Lucas and pursuant to Section 551.087(2) to deliberate the offer of a financial incentive with Sana Properties.

15. **Reconvene into open session and take any action necessary as a result of the Executive Session.**

The City Council reconvened from Executive Session at 8:44 pm, and as a result of Executive Session, the following action was taken.

***MOTION:** A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Millsap to proceed with negotiations with the Town of Fairview for law enforcement services. The motion carried unanimously by a 6 to 0 vote.*

16. **Adjournment.**

***MOTION:** A motion was made by Councilmember Millsap, seconded by Councilmember Duke to adjourn the meeting at 8:45 pm. The motion passed unanimously by a 6 to 0 vote.*

APPROVED:

ATTEST:

\_\_\_\_\_  
Jim Olk, Mayor

\_\_\_\_\_  
Stacy Henderson, City Secretary



# City of Lucas Council Agenda Request June 15, 2017

Requester: Development Services Director Joe Hilbourn

## **Agenda Item:**

Consider contacting property owners adjacent to 325 West Lucas Road for the purpose of the City selling approximately .89 acres of land.

## **Background Information:**

The City recently cleaned the lot at 325 West Lucas Road, removing the existing building, water tower and storage tanks, and the property currently serves no real purpose to the City. At the strategic planning workshop held on May 25, 2017, the City Council discussed the potential use of this property. The City is currently paying to maintain the property and because of its size and location, there is limited benefit for the City to retain ownership. If the property was sold to an adjacent property owner, the property could be placed back on the tax role generating some income while removing the maintenance burden from the City. However, one of the adjacent property owners is a church, which is exempt from paying property tax.

## **Attachments/Supporting Documentation:**

1. Email from City Attorney Joe Gorfida dated December 4, 2014 regarding the sale of property.

## **Budget/Financial Impact:**

NA

## **Recommendation:**

Staff is seeking direction from the City Council on whether to contact adjacent landowners regarding a possible acquisition.

## **Motion:**

NA



# City of Lucas

## City Council Agenda Request

### June 15, 2017

Item No. 06

Requester: Public Works Director/City Engineer Stanton Foerster

**Agenda Item:**

Consider giving direction to the City Manager 1) to make repairs to various roadways and 2) enter into a contract with APAC/Oldcastle in an amount not to exceed \$200,000 for said roadways as part of the Street Maintenance for Summer 2017.

**Background Information:**

Approximately 4,500 feet of pavement can be addressed using the \$200,000 remaining in the street maintenance funds.

STREET	LIMITS	COST	HOMES	ESTIMATED TRAFFIC VOLUME	PERCENT LUCAS TRAFFIC	LUCAS TRAFFIC VOLUME	PAVEMENT RATING	SCORE
Blondy Jhune Road	1,000 feet east of the west bridge project.	\$ 45,000		1400	90	1260	6	<b>76</b>
Stinson Road	6,000 feet north of the bridge.	\$ 267,000		900	80	720	9	<b>65</b>
Winningkoff Road	3,800 feet (E. Lucas Road to the reverse curve) and 3,000 feet (Snider Lane to E. Winningkoff Road).	\$ 302,000		1100	70	770	8	<b>62</b>
Forest Grove Road	4,000 feet east end	\$ 178,000		800	50	400	6	<b>24</b>
Lewis Lane	3,700 feet	\$ 165,000		900	20	180	10	<b>18</b>
Osage Lane	2,800 feet	\$ 125,000	13	130	100	130	10	<b>13</b>
Brookdale Park Road	5,000 feet	\$ 223,000		400	50	200	6	<b>12</b>
Fairbrook Circle	1,700 feet	\$ 76,000	12	120	100	120	7	<b>8</b>
Lynn Lane	Northern 1,700 feet	\$ 76,000	14	140	100	140	6	<b>8</b>
Horseman Drive	1,400 feet	\$ 62,000	11	110	100	110	5	<b>6</b>
Skyview Drive	1,000 feet	\$ 45,000	6	60	100	60	6	<b>4</b>
Daytona Avenue	Trinity Park From E Lucas Rd (FM 3286) to Trinity Park - 700 feet	\$ 31,000						
Hammerheads	Estates Road Edgefield Lane Prado Verde Drive	\$ 20,000	40	400	10	40	3	<b>1</b>
<b>TOTAL</b>		<b>\$1,615,000</b>						



# City of Lucas City Council Agenda Request June 15, 2017

Item No. 06



**Attachments/Supporting Documentation:**

NA



# City of Lucas City Council Agenda Request June 15, 2017

Item No. 06

## **Budget/Financial Impact:**

Balance in Account 11-8209-301

\$200,000

## **Recommendation:**

Public Works Director/City Engineer Stanton Foerster recommends using all available funds to repair Stinson Road.

## **Motion:**

I make a motion to give direction to the City Manager:

1) to make repairs to the following roadways as part of the Street Maintenance for Summer 2017:

Blondy Jhune Road  
Brookdale Park Road  
Daytona Avenue  
Fairbrook Circle  
Forest Grove Road  
Hammerheads  
Horseman Drive  
Lewis Lane  
Lynn Lane  
Osage Lane  
Skyview Drive  
Snider Lane  
Stinson Road, and

2) enter into a contract with APAC/Oldcastle in an amount not to exceed \$200,000 for said roadways as part of the Street Maintenance for Summer 2017.





# City of Lucas Council Agenda Request June 15, 2017

Requester: Mayor Jim Olk  
City Manager Joni Clarke

## Agenda Item:

Consider the provisions of law enforcement services for the City of Lucas and entering into an Interlocal Agreement for such services with Collin County or entering into an Interlocal Agreement for such services with the Town of Fairview, Texas.

## Background Information:

The City of Lucas and Collin County Sheriff's Office have enjoyed a mutually beneficial relationship since the two entities entered into an interlocal agreement for law enforcement services 13 years ago. Sheriff Skinner appeared before the City Council on March 16, 2017 to discuss the staffing needs and the challenges associated with providing law enforcement services to the citizens of Collin County. The Lucas City Council is evaluating options for the provision of law enforcement services. The City's current agreement with Collin County expires on September 30, 2017. At the City Council meeting on June 1, 2017, the City Council directed the City Manager to draft a proposed agreement with the Town of Fairview for law enforcement services. On June 6, 2017, the City received a proposed agreement for law enforcement services from Collin County.

## Attachments/Supporting Documentation:

1. Proposed Interlocal Cooperation Agreement for Law Enforcement Services with Collin County commencing on October 1, 2017 for a four-year term.
2. Current Interlocal Cooperation Agreement for Law Enforcement Services with Collin County ending on September 30, 2017.

## Budget/Financial Impact:

The City of Lucas included in the City's fiscal year 16/17 budget \$97,700 for the dedicated deputy plus \$13,000 for extra patrol hours for a total of \$110,700. Collin County is requesting \$458,182 in funding for three deputies and two additional patrol vehicles for a total of three. Collin County is proposing quarterly payments in the amount of \$114,545.50.

## Recommendation:

This item is being placed on the agenda to allow for discussion regarding the status of the law enforcement agreement negotiations.

## Motion:

NA

# 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.

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 three 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 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 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.

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 three 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. **Three Patrol Vehicles.** County will initially provide three Patrol Vehicles to provide law-enforcement services to City. The parties expect to have three Patrol Vehicles in service during this Agreement's term. But City may reduce the number of vehicles in service under paragraph 2.8, 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.

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.

\$97,948 and (ii) two additional deputies at \$85,630 per deputy, or \$269,208 total, in Year 1, plus overtime pay as set out in Exhibit A. Each deputy's first year salary and benefits are \$76,377, and each one'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 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, the City will pay the following reimbursement amounts:

Patrol Vehicle 1	\$0
Patrol Vehicle 2	\$83,987
Patrol Vehicle 3	\$83,987
Maintenance & Operations 1	\$ 7,000
Maintenance & Operations 2	\$ 7,000
Maintenance & Operations 3	\$ 7,000
Deputy 1	\$97,948
Deputy 2	\$85,630
Deputy 3	\$85,630
Total	\$458,182

Each quarterly payment will be  $\$458,182/4 = \$114,545.50$ .

c. Reimbursement in Contract Years 2, 3, and 4. The parties 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 deputies 2 and 3 will be each one's actual salary and

benefits, without the start-up costs incurred in Year 1. 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.

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 Vehicles 2 and 3.** Under paragraphs 2.7(a) and 3.1(a) and (b), County will initially purchase Patrol Vehicles 2 and 3 and City will reimburse County for the vehicles' cost in four, equal, quarterly payments in contract Year 1. If Patrol Vehicle 2 or 3 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 or 3 ((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



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.

5.3 **Termination by County.** County may terminate this Agreement by giving 90 days written notice to City.

5.4 **Recoveries & Remedies.** County will make a substantial investment in this Agreement, particularly in purchasing the Patrol Vehicles, staffing the three deputy positions, and, if it happens, implementing a patrol-wide body-worn-camera program and integrating the three 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.

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.

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

Lucas, Texas 75002

[jclarke](mailto:jclarke)

[jclarke@lucastexas.us](mailto:jclarke@lucastexas.us)

If to Collin County:

Collin County Sheriff's Office

Commander of Operations

4300 Community Blvd.

McKinney, Texas 75071

[mlangan@co.collin.tx.us](mailto:mlangan@co.collin.tx.us)

With copy to:

Collin County Purchasing Agent

2300 Bloomdale Road, Ste. 3160

McKinney, Texas 75071

[shoglund@co.collin.tx.us](mailto:shoglund@co.collin.tx.us)

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 three deputies to provide law-enforcement services to City. Each deputy will generally provide services to City 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 three 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.

mid        \$87,164, and  
max        \$97,951.<sup>5</sup>

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	187
	\$85,630

City intends to reimburse County for the costs associated with dedicating three deputies to provide services under this Agreement. As of June 5, 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 two new deputies, whose annual salaries and compensation will be \$76,377 each, with \$9,253 in startup costs each, for a total of \$85,630 each. 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

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<sup>5</sup> Note: These figures were current as of June 5, 2017.

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.

**STATE OF TEXAS**

COUNTY OF COLLIN

**INTERLOCAL COOPERATION AGREEMENT  
FOR LAW ENFORCEMENT SERVICES**

This Interlocal Cooperation Agreement for Law Enforcement Services (hereinafter referred to as the "Agreement") is made by and between Collin County (hereinafter referred to as "County"), and the City of Lucas, a municipal corporation (hereinafter referred to as "City").

WHEREAS, City desires to contract with County for law enforcement services to be provided by the Collin County Sheriff's Office ("Sheriff's Office"), as specified herein; and

WHEREAS, County is willing to provide such services subject to and in accordance with this Agreement, and

WHEREAS, City and County mutually desire to be subject to the provisions of the Interlocal Cooperation Act of the V.T.C.A. Government Code, 791; and

NOW THEREFORE, City and County, for the mutual consideration hereinafter stated, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. TERM. This Agreement is effective as of October 1, 2013 (the "Effective Date"), and will continue for a period of four (4) years from the Effective Date



2. COUNTY'S OBLIGATIONS.

2.1 County will, through the Sheriff's Office, provide City with law enforcement services to the same extent provided to County and in accordance with the Sheriff's Office policies and procedures and local, state and federal law. Such law enforcement services include generalized preventive patrol, answering calls for police assistance, investigations, traffic control and enforcement, and any other service generally related to law enforcement and the protection of the citizens of City.

2.2 The planning, organizing, assignment, allocation, direction and supervision of County law enforcement personnel under this Agreement will be determined by County. The rendition of service, the standard of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed will be the responsibility of County.

2.3 County will give prompt consideration to all requests from City received through the Liaison Officer or the Sheriff's Office's communications division ("Dispatch") regarding the delivery of law enforcement services under this Agreement. County will make every effort to comply with these requests to the extent such requests are: (1) consistent with the terms of this Agreement; (2) consistent with the policies and procedures of the Sheriff's Office; and (3) consistent with local, state and federal law.

2.4 The Sheriff's Office will submit written reports of any and all activity within the City; to the extent such reports are consistent with the policies and procedures of the Sheriff's Office, by the 15<sup>th</sup> day of each calendar month for the services provided during the immediately preceding month.

2.5 During the term of this Agreement, the County will provide a patrol vehicle to City ("Patrol Vehicle"), the maintenance and insurance of which will be the sole responsibility of the County.

2.6 Patrol vehicle used under this agreement shall be replaced either, (whichever occurs first):

a. whenever the vehicle is deemed by County to be in need of replacement based upon County's standard vehicle replacement schedule; or,

b. at the end of the four (4) year term of agreement.

In any instance, the City agrees to bear the replacement cost of any vehicle that is taken out of service and replaced. It is agreed between the City and County that the City, at the termination of this agreement, would have reimbursed the county for all expenses associated with the agreed service. Reimbursement will have been as follows: \$45,300.00 for cost of vehicle less police equipment and accessories, \$7,000.00 for operating and maintenance, and \$77,827.00 for deputy salary in the first year, October 1, 2013 through and including September 30, 2014. Successive years' reimbursement amounts shall be negotiated and mutually agreed by both parties.

Accordingly, at the agreement end term, the City, having reimbursed/paid the county the full cost of the vehicle, then the City may claim possession of the paid vehicle and shall cover any associated costs for administrative and transfer fees. This agreement complies with Government Code 791 and Local Government Code 263.152.

2.7 County will designate the Major of Operations of the Sheriff's Office to act on behalf of County as "Liaison Officer" to City. The Liaison Officer will act on behalf of the County on matters concerning the delivery of law enforcement services to City pursuant to this Agreement. City will observe and utilize the Liaison Officer as the proper contact official and agent for County regarding this Agreement. The Liaison Officer will devote sufficient time and attention to the execution of said duties on behalf of County and will provide immediate and direct supervision of the employees, agents, contractors, sub-contractors, and/or laborers, if any, in furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of Collin County and City.

2.8 County will provide law enforcement services under this Agreement during the days and times set forth in Exhibit "A", attached hereto and incorporated herein by reference. During times not specified in the attached Exhibit "A", County will continue to provide law enforcement services at the level currently provided and comparable to that provided to other populated unincorporated areas of the County. During the times therein specified, County shall provide one (1) duly sworn uniformed peace officer who shall devote full time and attention to the provision of law enforcement services for City.

3. CITY'S OBLIGATIONS.

3.1 Year one (1), October 1, 2013 through and including September 30, 2014, City will pay to County the sum specified in Exhibit "B", which shall be paid in four equal, quarterly installments beginning on October 1, 2013.

Deputy salary, purchase cost of the vehicle, less police equipment and accessories, and annual maintenance and operations costs (Fuel & Maintenance) of \$7,000.00 are included in arriving at the total amount to be paid by the City. Successive years' reimbursement amount to be paid by City, shall be negotiated and mutually agreed upon by both parties in writing prior to October 1 of each year per Exhibit "B" and shall be paid in four equal, quarterly installments beginning October 1 of each year. During the term of this agreement, in the event the annual maintenance and operational costs exceed the agreed upon amount by more than 10% for that year period, the City shall reimburse County in full for these additional charges. County shall provide documentation, upon request for these additional costs.

3.2 City shall obtain a written opinion from competent legal counsel regarding legality and status of each of the ordinances of City. City shall provide to County on or before October 1, 2013, a copy of the opinion of counsel, as necessary.

3.3 Any Class C misdemeanor violations occurring in City's corporate or territorial limits will be, to the extent allowed by law, filed in and handled by the Municipal Court of City. City shall have the sole and exclusive right to any and all court costs, fines and fees generated by any enforcement action (including, but not limited to, court fines and fees, forfeitures, and costs) to the extent allowed by law.

3.4 The City Manager of the City of Lucas will serve as Liaison to act on behalf of City, and to serve as "Liaison Officer" for City. The Liaison Officer will devote sufficient time and attention to the execution of said

duties on behalf of City and will provide immediate and direct supervision of city employees, agent's contractors, and/or laborers, if any, in the furtherance of the purpose, terms and conditions of this Agreement for the mutual benefit of County and City.

3.5 City will continuously provide County with accurate and current maps of the territorial limits and extraterritorial jurisdiction of City.

3.6 City shall provide County a non-exclusive or exclusive office space for use by Sheriff's Office personnel performing law enforcement services pursuant to this Agreement. Such space shall contain a computer with word processing and internet capabilities, and will be utilized for administrative tasks, including, but not limited to, writing reports, making or returning phone calls and other tasks related to the obligations hereunder.

3.7 City shall provide and maintain a secure location wherein the Patrol Vehicle may be stored when not in use as contemplated by this Agreement or the Patrol vehicle shall be stored as determined by Sheriff's Office when not in use.

#### 4. SUSPENSION OF SERVICES.

4.1 If City fails to make a payment to the County as required in Section 3.1 within thirty (30) days after the due date, the County, at its discretion, may suspend service until payment is received or may terminate this Agreement pursuant to Section 5.

4.2 If it becomes necessary for County to suspend services to City for non-payment of any monies required hereunder or for any other cause whatsoever, County will notify the City Liaison Officer by telephone and in writing of the date service will be suspended.

4.3 If the services provided by County are suspended and are not resumed within fifteen (15) days of the date of suspension, the suspension shall be considered a termination.

5. TERMINATION.

5.1 This Agreement may be terminated at any time with or without cause by either party by giving ninety (90) days written notice to the other.

5.2 City may terminate this Agreement immediately upon a breach of this Agreement by County.

5.3 County may terminate this Agreement immediately upon a breach of this Agreement by City.

5.4 In the event this Agreement is terminated by either party for any reason, County shall receive any payments due and owing under this Agreement on a pro rata basis, together with any reimbursable expenses then due and as authorized by this Agreement. Additionally, in the event this Agreement is terminated prior to expiration date, the Patrol Vehicle and all related equipment shall be returned immediately to County, and City forfeits any claim to vehicle.

6. RECOURSE. City's sole recourse for failure of County to furnish law enforcement services under this Agreement or any other breach by County will

be the right to make a proportionate reduction in the fee owed to County under this Agreement. The proportionate reduction will be determined by mutual agreement of the parties.

7. LIABILITY. This Agreement is made for the express purpose of County providing law enforcement services to City. Both parties acknowledge and agree that the provision of law enforcement services is a governmental function. In no event shall any provision of this Agreement be construed as a waiver of City's or County's sovereign immunity.

County shall indemnify, hold harmless and defend City from and against any and all demands, claims, causes of action, damages, losses and liabilities that arise directly or indirectly from County's performance of the terms of this Agreement to the extent such performance relates to or arises from (1) the enforcement of the laws of the State of Texas or Collin County or (2) any act in furtherance of a policy or procedure promulgated by County; provided, County shall not indemnify City for its own negligence, gross negligence or willful conduct or that of City's employees, agents, or representatives. City shall indemnify, hold harmless and defend County from and against any and all demands, claims, causes of action, damages, losses and liabilities that arise directly or indirectly from City's performance of the terms of this Agreement and County's performance of the terms of this Agreement to the extent County's performance relates to or arises from (1) the enforcement of the ordinances of City or (2) other act or omission in furtherance of a policy or procedure promulgated by City. This Agreement and the indemnity provided herein is not

the indemnity provided herein is not intended to and shall not create any cause of action for the benefit of third parties or any person not a party to this Agreement.

8. NOTICES. Any notice required by this Agreement shall be sent via 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  
Lucas, Texas 75002

If to Collin County:  
Collin County Sheriff's Office  
Major of Operations  
4300 Community Blvd.  
McKinney, Texas 75071

With copy to:  
Collin County Purchasing Agent  
2300 Bloomdale Road, Ste. 3160  
McKinney, Texas 75071

AGREED TO:

COLLIN COUNTY  
Keith Self 8/20/13  
Judge Keith Self Date  
2300 Bloomdale Road  
McKinney, TX 75071

CITY OF LUCAS  
Rebecca Mink  
City of Lucas Date  
151 Country Club Road  
Lucas, TX 75002



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 provide law enforcement service to City during the following dates and times:

Eight (8) hours/day, Five (5) days/week

Schedule to be determined except as noted below

2. **Vacation, Compensation, Personal and Sick Time.** The law enforcement officer assigned to provide the services in accordance with the Agreement may, during the term of the Agreement, 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 the Time Off period, and such Time Off does not alter in any way City's obligations under this Agreement. County agrees to notify City of any Time Off in advance when possible.

3. **Overtime.** In the event overtime pay is due to the law enforcement officer performing services under the Agreement because of a request by City for the officer to work more than the hours described herein, City shall reimburse the County for such pay.

The terms and provision contained in this Exhibit will be evaluated by the parties each calendar quarter, and may be changed from time to time upon agreement by the parties.

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.

1. Total reimbursement cost for year one (1), commencing October 1, 2013 through and including September 30, 2014 shall be at the total cost of \$130,127.00, to include \$77,827.00 for deputy salary, \$45,300.00 for vehicle cost less police equipment and accessories, and \$7,000.00 for operating and maintenance of vehicle. Payment shall be paid in four equal, quarterly installments beginning October 1, 2013. In the event the annual maintenance and operational costs exceed the agreed upon amount by more than 10% for that year period, the City shall reimburse County in full for these additional charges. County shall provide documentation, upon request from the City, for these additional costs.
2. Total reimbursement cost for year two (2), commencing October 1, 2014 through and including September 30, 2015, shall be negotiated and mutually agreed upon in writing prior to October 1, 2014, to include deputy salary and vehicle operating and maintenance cost. Payment shall be paid in four equal, quarterly installments beginning October 1, 2014. In the event the annual maintenance and operational costs exceed the agreed upon amount by more than 10% for that year period, the City shall reimburse County in full for these additional charges. County shall provide documentation, upon request from the City, for these additional costs.
3. Total reimbursement cost for year three (3), commencing October 1, 2015 through and including September 30, 2016, shall be negotiated and mutually agreed upon in writing prior to October 1, 2015, to include deputy salary and vehicle operating and maintenance cost. Payment shall be paid in four equal, quarterly installments beginning October 1, 2015. In the event the annual maintenance and operational costs exceed the agreed upon amount by more than 10% for that year period, the City shall reimburse County in full for these additional charges. County shall provide documentation, upon request from the City, for these additional costs.
4. Total reimbursement cost for year four (4), commencing October 1, 2016 through and including September 30, 2017, shall be negotiated and mutually agreed upon in writing prior to October 1, 2016, to include deputy salary and vehicle operating and maintenance cost. Payment shall be paid in four equal, quarterly installments beginning October 1, 2016. In

the event the annual maintenance and operational costs exceed the agreed upon amount by more than 10% for that year period, the City shall reimburse County in full for these additional charges. County shall provide documentation, upon request from the City, for these additional costs.



# City of Lucas Council Agenda Request June 15, 2017

Requester: Mayor Jim Olk

**Agenda Item:**

**Executive Session:**

An Executive Session is not scheduled for this meeting.

**Background Information:**

NA

**Attachments/Supporting Documentation:**

NA

**Budget/Financial Impact:**

NA

**Recommendation:**

NA

**Motion:**

NA