



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER _____
PAGE 1 OF 10
DATE: 10/15/2024

**SUBJECT: CONSIDERATION OF AN INTERLOCAL AGREEMENT RENEWAL
BETWEEN TARRANT COUNTY AND THE TOWN OF EDGECLIFF
VILLAGE FOR LAW ENFORCEMENT SERVICES TO BE PROVIDED BY
THE TARRANT COUNTY SHERIFF'S DEPARTMENT DURING FISCAL
YEAR 2025**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve an Interlocal Agreement (ILA) renewal with the Town of Edgecliff Village for law enforcement services for Fiscal Year 2025.

BACKGROUND

The Sheriff's Department provides law enforcement services to the Town of Edgecliff Village under the terms of an ILA. An agreement was originally approved by the Commissioners Court in 1988, through Court Order #60690 and has been renewed annually. A new ILA was approved for FY 2004, through Court Order #91337 and outlined the services to be provided, along with compensation to the County. The County's only obligation to provide the law enforcement services in the agreement is through the Tarrant County Sheriff's Department.

The renewal agreement is for a period of one (1) year beginning October 1, 2024. The County will provide up to three (3) Sheriff's deputy positions in order to provide law enforcement services. Edgecliff Village will pay \$407,229.39. All other aspects of the ILA remain in full force and effect.

The Criminal District Attorney's Office has reviewed the ILA as to form.

FISCAL IMPACT

The Town of Edgecliff Village's annualized payment to Tarrant County will increase to \$407,229.39, to be paid in monthly installments. The County's budget for FY 2025 includes three (3) Sheriff's deputy positions for the purpose of this agreement along with a revenue offset.

SUBMITTED BY	Administrator	PREPARED BY:	Kandice Boutte
		APPROVED BY:	Kandice Boutte



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COMMUNICATION

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SUBMITTED BY Administrator

PREPARED BY: Kandice Boutte

APPROVED BY: Kandice Boutte

STATE OF TEXAS	§	INTERLOCAL AGREEMENT BETWEEN
	§	COUNTY OF TARRANT AND THE
COUNTY OF TARRANT	§	TOWN OF EDGECLIFF VILLAGE FOR
	§	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, 2024, and ending September 30, 2025, 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, 2025, 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 \$93 per inmate per day. Arrestees charged only with Class C misdemeanors will not be jailed at any COUNTY jail facility as a punishment and will be subject to a walk-through booking process for identification purposes if allowed by law. If a Class C misdemeanor is subject to any other charges, warrants, holds, or similar legal process, the COUNTY shall retain custody of the prisoner at a COUNTY jail facility as necessary to comply with the warrant, hold, court order, or other legal process mandating their confinement.
- 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 Four Hundred and- Seven Thousand, Two Hundred and Twenty-Nine Dollars and Thirty-Nine Cents (\$407,229.39) (the "Patrol Payment") to the COUNTY for the Patrol and Plenary Services for the twelve-month period beginning October 1, 2024, and ending September 30, 2025, said sum to be paid in monthly equal installments of Thirty-Three Thousand Nine-Hundred Thirty-Five Dollars and Seventy-Eight Cents. (\$33,935.78) 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 _____, 2024.

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 FY2025

BASE SALARY

Patrol Deputy	Average salary for Grade 53-II - \$37.55	\$78,104.00
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FRINGE BENEFITS

Structure Estimate	7.00%	5,467.28
Step	2.91%	2,431.92
Longevity	Maximum \$5/month X 25 years	1,500.00
Holiday Pay	13 days x 8 hours x \$41.35	4,300.16
Retirement	11.88%	10,906.24
FICA	7.65%	7,022.96
Worker's Comp	\$1.27 per \$100 worth of payroll	1,092.24
Group Medical	Per employee rate (\$917/mo)	11,004.00
Certification Pay	\$50 per month	600.00
Clothing	\$700/year	<u>700.00</u>
		\$123,128.80

53 Average Hourly Rate (includes projected step & structure increase)	\$41.35
Combined Hourly Rate: (\$123,128.80 / 2080 hours	\$59.20
(Combined Hourly rate is calculated using average salary as of July 2024 for grade 53-II and all associated costs)	

Basic Services	3 positions x	\$123,128.80	\$369,386.41
		Indirect Cost	\$14,262.98

Vehicle Usage	
3,000 miles/month** x .625 x 12 months	
** (Based on 16 hrs/day)	<u>23,580.00</u>

TOTAL ANNUAL COST:	<u>\$407,229.39</u>
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Consideration of an Interlocal Agreement Renewal between Tarrant County and the Town of Edgecliff Village for Law Enforcement Services to be Provided by the Tarrant County Sheriff's Department During Fiscal Year 2025

SIGNED AND EXECUTED this 15th day of October 2024.

**COUNTY OF TARRANT
STATE OF TEXAS**

A handwritten signature in black ink, appearing to read "Tim O'Hare", with a long horizontal flourish extending to the right.

Tim O'Hare
County Judge

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

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This Agreement is made and entered into this ____ day of _____, 2024.

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.

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TOWN OF EDGECLIFF VILLAGE POLICE SERVICES

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COST ANALYSIS FOR CONTRACT PATROL SERVICES - EDGECLIFF VILLAGE FY2025					
BASE SALARY					
	Patrol Deputy	Average salary for Grade 53-II - \$37.55		\$78,104.00	
FRINGE BENEFITS					
	Structure Estimate	7.00%		5,467.28	
	Step	2.91%		2,431.92	
	Longevity	Maximum \$5/month X 25 years		1,500.00	
	Holiday Pay	13 days x 8 hours x \$41.35		4,300.16	
	Retirement	11.88%		10,906.24	
	FICA	7.65%		7,022.96	
	Worker's Comp	\$1.27 per \$100 worth of payroll		1,092.24	
	Group Medical	Per employee rate (\$917/mo)		11,004.00	
	Certification Pay	\$50 per month		600.00	
	Clothing	\$700/year		<u>700.00</u>	
				\$123,128.80	
	53 Average Hourly Rate (includes projected step & structure increase)			\$41.35	
	Combined Hourly Rate: (\$123,128.80 / 2080 hours			\$59.20	
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	Basic Services	3 positions x	\$123,128.80	\$369,386.41	
			Indirect Cost	\$14,262.98	
	Vehicle Usage				
	3,000 miles/month** x .625 x 12 months				
	**(Based on 16 hrs/day)			<u>23,580.00</u>	
TOTAL ANNUAL COST:				<u>\$407,229.39</u>	