

**INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES
BETWEEN THE CITY OF MCKINNEY, TEXAS AND
THE TEXAS OFFICE OF COURT ADMINISTRATION**

THIS AGREEMENT is made and entered into by and between **CITY OF MCKINNEY, TEXAS** hereinafter referred to as the “City,” acting by and through its City Council, and the **TEXAS OFFICE OF COURT ADMINISTRATION** (“OCA”) an agency of the State of Texas.

RECITALS:

A. In 2023, the Texas Legislature adopted House Bill 19 establishing the Texas Business Court as provided under Section 1, Article V of the Texas Constitution and creating the First Business Court Division composed of the counties of the First Administrative Judicial Region, including Collin County, Texas; and

B. Texas Government Code, Sec. 25A.0171 provides that the Texas Business Court is administratively attached to OCA and Sec. 25A.0171(c) provides that OCA may employ personnel necessary to provide administrative support to the Texas Business Court; and

C. OCA seeks to obtain law enforcement services from the City by and through the use of one (1) Deputy City Marshal as provided herein.

NOW THEREFORE, the City and the OCA, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

TERMS:

**I.
TERM**

1.1 The services to be performed under this Agreement shall begin on September 1, 2025, or, if agreed upon by both parties, any date following execution of the Agreement, and end on August 31, 2026. This Agreement may be terminated sooner in accordance with the provisions of Section IV.

**II.
SERVICES**

2.1 The City agrees to provide one (1) Deputy City Marshal to devote one hundred percent (100%) of his or her working time to provide law enforcement services for the First Division of the Business Court. “Law enforcement services” include, but are not limited to, court bailiff and security screening services in Collin County and the other counties served by the First Division of the Business Court, patrolling, preparing reports, appearing in court, investigating crimes, arresting persons, and transporting suspects.

2.2 As used herein, the phrase “working time” is defined as follows: the usual or normal hours that the Deputy City Marshals are required to work in any calendar month and does not include any extra or overtime work. The consideration for the law enforcement services provided herein includes a share of the costs to the City for such times when marshals are not available. Vacation and sick leave are earned through City service. In the event that the marshal assigned to perform law enforcement services under this Agreement is unavailable, the City shall provide a substitute marshal to perform the absent marshal’s services.

2.3 The City shall retain control and supervision of the marshals performing services under this agreement to the same extent as he does other marshals.

III. CONSIDERATION FOR SERVICES

3.1 OCA agrees to pay the City a monthly sum of Seven Thousand Nine Hundred Fifty-Four Dollars (\$7,954.00) for one (1) Deputy City Marshal to be used by the City for the purpose of paying one hundred percent (100%) of the full-time equivalent cost to the City for supplying the law enforcement services, including salaries, benefits, vacation, sick leave, and any additional expenses the City may incur in providing the services under this Agreement. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

In addition, OCA agrees to pay the City the sum of Fourteen Thousand Eight Hundred Fifty-Four Dollars (\$14,854.00) for the use of certain equipment owned by the City during the initial term of this Agreement (the “Equipment Fee”), payable upon execution of this Agreement. OCA specifically agrees that the City shall have the final control as to which equipment is required as a part of the services provided under this Agreement and covered as a part of the Equipment Fee. The Equipment Fee shall not be pro-rated or otherwise refunded to OCA should this Agreement be terminated by OCA prior to the end of the initial contract term. Should this Agreement be extended beyond the Term set forth in Paragraph I, OCA agrees to pay the City an additional Equipment Fee, or the amount then-determined by the City necessary to recoup the City’s cost for providing such equipment, for each additional year, or portion thereof, in which the term of this Agreement is extended.

The maximum liability under this Agreement, including consideration for the full, satisfactory, and timely performance of City’s duties, responsibilities, and obligations, and for reimbursement of all expenses, if any, as set forth in this Agreement shall not exceed One Hundred and Thirty Five Thousand Dollars (\$135,000.00).

3.2 The City shall submit invoices to OCA via email at accountspayable@txcourts.gov on a monthly basis for services provided during the preceding month. OCA shall pay for these services within thirty (30) days after receiving the City’s invoice. Failure by the City to bill in a timely manner shall not waive OCA’s obligations to make payments under this Agreement. If this Agreement commences at any time other than on the first day of a contract month, the monthly installment or payment for such contract month will be prorated.

Payment shall be delivered to Office of Financial Services, City of McKinney, P.O. Box 517, McKinney, TX 75070. If the City provides the option, payment may be made by electronic means to an account designated by the City.

3.3 OCA also agrees to reimburse the City for travel expenses incurred by a marshal in performing law enforcement services under this Agreement in a county other than Collin County. The City shall submit an invoice detailing the expenses paid to the marshal to OCA at accountspayable@txcourts.gov. All travel expenses must comply with the City's travel policies.

3.4 Invoices must include the Agreement PO Number, invoice date, service date(s), City billing contact, billing address or remittance information, and total amount due.

IV. DEFAULT AND TERMINATION

4.1 OCA understands and agrees that if the City does not receive the monthly payments within thirty (30) days of the date due, the City is authorized to terminate this Agreement without further notice. The City's failure to make demand for payments due is not a waiver of OCA's obligation to make timely payment.

4.2 Either party may terminate this Agreement prior to the expiration of the term set forth in this Agreement, with or without cause, upon thirty (30) days prior written notice to the other party. The City will submit an invoice to OCA showing the amounts due for the month in which termination occurs. OCA agrees to pay the final invoice within ten (10) days of receipt.

4.3 If this Agreement is terminated at any time other than at the end of a contract month, the monthly installment or payment for such contract month will be prorated.

4.4 In the event the City informs the OCA in writing that due to position vacancy or elimination the City cannot or will not provide one (1) Deputy City Marshal to devote one hundred percent (100%) of his or her working time to provide law enforcement services for the First Business Court Division, and provided that OCA has prepaid its sum and further provided that such notice from the City identifies that such vacancy or elimination was of a position that served or facilitated service to OCA, OCA shall receive a refund equal to the number of days between the date of the City's notice and a subsequent meeting of the City Council at which the City Council amends or terminates the Agreement.

V. NOTICE

5.1 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the parties at the following addresses:

To the City: Paul G. Grimes
City Manager
City of McKinney
P.O. Box 517
McKinney, Texas 75070
972-547-7500 (telephone)
pgrimes@mckinneytexas.org

To OCA: Texas Office of Court Administration
Attn: Megan LaVoie, Administrative Director
PO Box 12066
Austin, Texas 78711-2066

Phone: 512-463-1625
Email: Megan.LaVoie@txcourts.gov

5.2 Either party may designate a different address by giving the other party ten days' written notice.

VI. MERGER

6.1 The parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

VII. MISCELLANEOUS

7.1 This instrument contains the entire Agreement between the parties relating to the rights granted and the obligations assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties.

7.2 Unless otherwise consented to and approved by the City Council, agreement modifications that increase funding, personnel positions or location where service will be provided can only be approved on a quarterly basis, and the effective date must coincide with the beginning of a pay period. Agreement modifications that decrease funding, personnel positions or location where service will be provided may be approved at a regularly scheduled meeting of the City Council, and the effective date must coincide with the end of a pay period, unless otherwise agreed to by the parties.

7.3 This Agreement may be executed in multiple counterparts, each having equal force and effect of an original.

7.4 This Agreement is not in effect until it has been signed by OCA and it has received the approval by the McKinney City Council.

[Signature Page Follows]

EXECUTED on this _____ day of _____, 2025.

CITY OF MCKINNEY, TEXAS

By: _____
PAUL G. GRIMES
City Manager

ATTEST:

EMPRESS DRANE
City Secretary
TENITRUS PARCHMAN
Deputy City Secretary

APPROVED AS TO FORM:

MARK S. HOUSER
City Attorney

TEXAS OFFICE OF COURT ADMINISTRATION:

By: _____
Megan LaVoie, Administrative Director

Date: _____