



NOTICE OF THE CITY OF BRECKENRIDGE
**SPECIAL MEETING OF THE BRECKENRIDGE CITY
COMMISSION**
February 22, 2024 at 5:30 PM

AGENDA

Notice is hereby given as required by Title 5, Chapter 551.041 of the Government Code that the City Commission will meet in a Special Meeting of the Breckenridge City Commission on February 22, 2024 at 5:30 PM at the Breckenridge City Offices, 105 N. Rose Avenue, Breckenridge, Texas.

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

American Flag

OPEN FORUM

This is an opportunity for the public to address the City Commission on any matter of public business, except public hearings. Comments related to public hearings will be heard when the specific hearing begins.

ACTION ITEMS

1. Discussion and any necessary action regarding combining City and County law enforcement services.

ADJOURN

CERTIFICATION

I hereby certify that the above notice was posted in the bulletin board at Breckenridge City Hall, 105 North Rose Avenue, Breckenridge, Texas , by **5:00 PM** on the **19th day of FEBRUARY 2024**.

City Secretary



Persons with disabilities who plan to attend this public meeting and who may need auxiliary aid or services are requested to contact the Breckenridge City Hall 48 hours in advance, at 254-559-8287, and reasonable accommodations will be made for assistance.



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding combining City and County law enforcement services.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

Responding to a request for combining city and county law enforcement and exploring potential benefits, the Mayor and Commissioners directed the City Manager to research and bring back information for their consideration as well as holding a meeting for the public to comment. See attached documents.

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

Consider information presented

Exploration of combining City of Breckenridge's law enforcement services with Stephens County by Strengthening the Interlocal

February 2024

BACKGROUND

City staff has met with Stephens County Judge and Stephens County Sheriff to discuss and review budgets, duties, etc. County Judge has been in contact with Garza County Judge and City Manager has been in contact with Post City Manager (a city/county who combined by strengthening the interlocal)

While there are other cities/counties across the country who have combining law enforcement services, it is important to look at similar cities/counties to ours. Garza County and the City of Post provide such an example as they are similar in size to us that has combined law enforcement services (<https://worldpopulationreview.com/us-counties/tx/garza-county/cities>)

Current LE Interlocal – Key Points

- ✓ The county owns the Law Enforcement Center, pays for maintenance, primary upkeep, and repair, and provides City space.
- ✓ County is responsible for all jail operations – staffing, etc. and will house persons arrested by BPD with limits as defined by agreement.
- ✓ County is responsible for its employees' cell phone, long distance telephone and internet expenses.

- ✓ The city is responsible to pay all expenses for the law enforcement center electricity, gas, water, sewer, trash, and land telephone service.
- ✓ The city is responsible for its employees' cell phone, long distance telephone and internet expenses.
- ✓ The city will pay for law enforcement center water/sewer, pays for ordinary expenses for upkeep, maintenance and wear and tear of city designated spaces.
- ✓ City will follow Stephens County Sheriff's Rules of Operation for Law Enforcement Center and Jail Facility
- ✓ The city will be responsible for city prisoners; booking procedures, bailiffs, and medical as defined by agreement and shall have eight beds available for usage by BPD. If space is available, any prisoner over eight in the city will pay \$35.00 per day for each city prisoner.

Other Agreement for Dispatch

- ✓ The city operates dispatch and is responsible for six employees.
- ✓ County pays \$36,000 annually.
- ✓ The county pays for equipment.

Cost Analysis	City	County	Combined	Proposed	Difference
Salary/# of positions	\$760,852/17	\$418,720/8	\$1,179,572/25	\$1,095,240/24	-\$84,332
Vehicles (annual/5-yrs)	\$116,880/\$585,400	7 patrol vehicles (Years: 2017 (2), 21,22,23,24)			
Vehicle Maint & Repair	\$5,500	\$15,000	\$20,500	\$20,500	\$0
Supplies (ofc/cleaning)	\$6800	\$9,800	\$16,600	\$16,600	\$0
Fuel	\$38,000	\$35,000	\$73,000	\$73,000	\$0
Uniforms/Ammo	\$10,700	\$3,000	\$13,700	\$25,000	+\$11,300
Contractual Services (primarily software subscriptions)	\$12,000	?			Potential economies of scale

- Budgeted positions
- Includes all positions (command, patrol, dispatch, admin)
- Salary numbers do not include benefits (insurance, retirement, SS, longevity, cert pay, etc.)
- **Proposed salary/positions:**

Sheriff (1)	\$75,000
Chief Deputy (1)	\$52,000
Patrol (16)	\$23.00 hourly (\$47,840 annually) Total: \$765,440
Dispatch (4)	\$16.50 hourly (\$34,320 annually) Total: \$137,280
Admin (2)	\$16.50 hourly (\$34,320 annually) Total: \$68,640

Benefits	City	County	
Retirement	Vesting in 5 years/matches 1.5-1	Vesting in 8 yrs/12% of gross salary per yr	
Paid Vacation	1-4 yrs= 2 wks, 5-9 yrs=3 wks, 10-19 yrs=4 wks, 20+=5 wks	1 – 5 yrs=13 days, 6-10 yrs=18 days	
Paid Sick	Accrues 10 hrs per month/120 hrs per yr	Accrues 6.67 per month/80 hrs per yr	
Longevity	Yes	yes	comparable

PROS	CONS
Increase in service coverage – 2 officers per shift vs 1 – 1.5 avg over the past several years	Employee Morale-transition, uncertainty, unfamiliar territory
Consistent law enforcement	Retirement: Increased vesting time
reduction in crime	Reduced Salary
	Loss of seniority

Animal Control – How to handle: Keep as City Department or include?

K-9 (Assets) \$1700 annual plus \$3900 (K-9 Stipend to Officer for animal care supplement)

Contractual Services: \$10,487.03

TLETS with WSC - \$1,800

Cardinal yearly maintenance/renewal \$2,507

Lexi Pool – Office training - \$861.03

Leads Online/computer database for pawnshops and officers - \$2,819.

HyperReach - \$2,500 city share (City pays half/county pays half)

8.33% OF YEAR COMPLETED

CASH/GENERAL

ACCOUNT NO	ACCOUNT NAME	ENCUMBRANCE	BUDGET	** ACTUAL ** M-T-D	*** ACTUAL *** Y-T-D	**** PERCENT ****	***** ACTUAL ***** REMAINING	***** PERCENT *****
2024 010-560-101	SALARY/ADMINISTRATIVE	.00	75,000.00	4,452.00	4,452.00	5.94	70,548.00	94.06
2024 010-560-104	SALARIES/HOURLY EMPLOYEES	.00	698,812.00	79,955.00	79,955.00	11.44	618,857.00	88.56
2024 010-560-116	OVERTIME PAY	.00	32,000.00	3,405.75	3,405.75	10.64	28,594.25	89.36
2024 010-560-117	HOLIDAY PAY	.00	20,100.00	7,944.00	7,944.00	39.52	12,156.00	60.48
2024 010-560-118	HAZARD PAY	.00	.00	.00	.00	.00	.00	.00
2024 010-560-201	FICA/MEDICARE	.00	74,000.00	8,332.51	8,332.51	11.26	65,667.49	88.74
2024 010-560-202	HEALTH INS-CO PD	.00	268,800.00	22,273.86	22,273.86	8.29	246,526.14	91.71
2024 010-560-203	RETIREMENT	.00	115,100.00	13,270.93	13,270.93	11.53	101,829.07	88.47
2024 010-560-208	LONGEVITY	.00	14,080.00	880.00	880.00	6.25	13,200.00	93.75
2024 010-560-210	LIFE INS-CO PD	.00	3,150.00	160.65	160.65	5.10	2,989.35	94.90
2024 010-560-212	DENTAL INS-CO PD	.00	6,300.00	491.40	491.40	7.80	5,808.60	92.20
2024 010-560-216	TCDRS OTL	.00	2,000.00	221.28	221.28	11.06	1,778.72	88.94
2024 010-560-310	OFFICE SUPPLIES	.00	2,300.00	92.66	92.66	4.03	2,207.34	95.97
2024 010-560-312	OFFICE RECORDS	.00	6,000.00	51.50	51.50	.86	5,948.50	99.14
2024 010-560-330	FUEL	.00	35,000.00	2,463.05	2,463.05	7.04	32,536.95	92.96
2024 010-560-332	CLEANING SUPPLIES	.00	7,500.00	961.06	961.06	12.81	6,538.94	87.19
2024 010-560-333	INMATE FOOD ORDERS	.00	68,000.00	5,065.15	5,065.15	7.45	62,934.85	92.55
2024 010-560-335	SUPPLIES FOR JAIL	.00	2,000.00	162.53	162.53	8.13	1,837.47	91.87
2024 010-560-353	UNIFORMS/EQUIP/AMMO	.00	3,000.00	197.04	197.04	6.57	2,802.96	93.43
2024 010-560-354	VEHICLE MAINTENANCE	.00	15,000.00	345.90	345.90	2.31	14,654.10	97.69
2024 010-560-356	WATERCRAFT MAINT	.00	600.00	.00	.00	.00	600.00	100.00
2024 010-560-357	VEHICLE LEASE/PURCHASE	.00	.00	.00	.00	.00	.00	.00
2024 010-560-405	INMATE HEALTH CARE	.00	95,000.00	7,718.23	7,718.23	8.12	87,281.77	91.88
2024 010-560-410	COURT/INVESTIGATIVE EXPENSES	.00	2,000.00	197.48	197.48	9.87	1,802.52	90.13
2024 010-560-421	AIR CARD SERVICE	.00	2,300.00	227.94	227.94	9.91	2,072.06	90.09
2024 010-560-426	TRAVEL EXPENSES	.00	2,500.00	.00	.00	.00	2,500.00	100.00
2024 010-560-427	EDUCATIONAL EXPENSES	.00	8,800.00	.00	.00	.00	8,800.00	100.00
2024 010-560-450	BUILDING MAINTENANCE	.00	10,000.00	275.32	275.32	2.75	9,724.68	97.25
2024 010-560-456	HEATING/COOLING MAINT	.00	5,000.00	1,944.93	1,944.93	38.90	3,055.07	61.10
2024 010-560-457	PLUMBING SYSTEM MAINT	.00	5,000.00	311.23	311.23	6.22	4,688.77	93.78
2024 010-560-458	ELECTRICAL SYSTEM MAIN	.00	2,000.00	803.06	803.06	40.15	1,196.94	59.85
2024 010-560-480	INSURANCE & SURETY BONDS	.00	.00	.00	.00	.00	.00	.00
2024 010-560-490	MISCELLANEOUS EXPENSES	.00	18,000.00	441.50	441.50	2.45	17,558.50	97.55
2024 010-560-491	CANINE EXPENSE	.00	.00	.00	.00	.00	.00	.00
2024 010-560-492	MISCELLANEOUS GRANTS	.00	250,000.00	76,543.35	76,543.35	30.62	173,456.65	69.38
2024 010-560-570	CAPITAL EXPENDITURES	.00	.00	.00	.00	.00	.00	.00
	SHERIFF	.00	1849,342.00	239,189.31	239,189.31	12.93	1610,152.69	87.07
	FINAL TOTAL - REVENUES	.00	.00	.00	.00	.00	.00	.00
	FINAL TOTAL - EXPENSES	.00	1849,342.00	239,189.31	239,189.31	12.93	1610,152.69	87.07

jail is approx 1 million

disp # 200 678
w/len # 311 049

CITY OF BRECKENRIDGE
PROPOSED BUDGET
AS OF: AUGUST 31ST, 2023

101-GENERAL FUND
POLICE DEPARTMENT
DEPARTMENTAL EXPENDITURES

	2020-2021 ACTUAL	2021-2022 ACTUAL	(----- 2022-2023 -----) CURRENT BUDGET	YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	2023-2024 PROPOSED BUDGET
WAGES & BENEFITS						
101-5-20-5105 Regular Salaries	542,947	572,845	678,150	546,681	562,904	760,852
101-5-20-5110 Overtime Pay	59,941	54,747	56,500	46,662	46,795	59,000
101-5-20-5113 Certification Pay	0	2,250	0	3,450	1,350	17,550
101-5-20-5204 Life Insurance	0	0	0	0	0	0
101-5-20-5205 Health Insurance	75,988	86,208	153,000	103,136	92,905	162,000
101-5-20-5210 Retirement	52,394	55,596	72,066	57,286	53,470	84,418
101-5-20-5215 Social Security/Medicare	45,492	47,638	56,319	45,584	46,321	64,579
101-5-20-5220 Longevity Pay	4,642	5,339	6,560	4,846	5,095	6,773
101-5-20-5221 Certification Pay	0	0	0	0	0	0
101-5-20-5225 Unemployment Taxes	0	0	0	0	0	0
TOTAL WAGES & BENEFITS	781,403	824,623	1,022,595	807,645	808,840	1,155,172

5-20-5105 Regular Salaries

NEXT YEAR NOTES:

4% Increase for Chief, and Dispatchers
\$1.50 added to Patrolman, Sergeant, & Captain- they did not get the 4% increase.

SUPPLIES & MINOR EQUIP

101-5-20-5305 Office Supplies	3,269	1,547	2,500	827	1,261	2,000
101-5-20-5318 Coffee Room Supplies	1,319	880	1,500	883	1,047	1,000
101-5-20-5319 Janitor Supplies	902	900	800	925	896	800
101-5-20-5320 Film - CID - Ammo	295	475	1,500	320	0	1,700
101-5-20-5323 Personal Protection Equip	0	267	0	0	0	0
101-5-20-5326 Motor Vehicle Fuel	30,147	38,014	38,000	24,284	32,066	38,000
101-5-20-5328 Equipment Fuel	393	79	700	18	118	0
101-5-20-5333 Minor Equip	48,534	5,890	6,500	4,670	7,898	3,000
101-5-20-5399 K-9 Expenses	0	0	1,200	1,217	0	1,700
TOTAL SUPPLIES & MINOR EQUIP	84,860	48,052	52,700	33,214	43,285	48,200

5-20-5305 Office Supplies

NEXT YEAR NOTES:

Decreased to 2,000 due to the expected amount needed for budget. Budget will cover the Pd's basic office supply needs. Reason for decrease is that C.O.C will reimburse for most of dispatch's use on office supplies.

5-20-5318 Coffee Room Supplies

NEXT YEAR NOTES:

Decreased to 1,000 to accommodate the expected amount needed for budget.

5-20-5319 Janitor Supplies

NEXT YEAR NOTES:

Decreased to 800 for the expected amount needed. This covers the Pd's basic cleaning office supply needs. As well to take care of any deep cleaning.

5-20-5320 Film - CID - Ammo

NEXT YEAR NOTES:

Increased to 1,700. Increase is due to the rise in cost for ammo and due to officers recertification twice a year.

CITY OF BRECKENRIDGE
PROPOSED BUDGET
AS OF: AUGUST 31ST, 2023101-GENERAL FUND
POLICE DEPARTMENT
DEPARTMENTAL EXPENDITURES

DEPARTMENTAL EXPENDITURES		2020-2021 ACTUAL	2021-2022 ACTUAL	(----- CURRENT BUDGET	2022-2023 YEAR-TO-DATE ACTUAL	2022-2023 PROJECTED YEAR END	2023-2024 PROPOSED BUDGET
5-20-5323	Personal Protection Equip	NEXT YEAR NOTES: This has been zeroed out. Any clothing will be allocated to uniforms and clothing fund.					
5-20-5326	Motor Vehicle Fuel	NEXT YEAR NOTES: This ammount stayed the same. 38,000 is expected to be used for fuel.					
5-20-5328	Equipment Fuel	NEXT YEAR NOTES: This has been zeroed out. Any fuel purchases will be taken out of Motor Vehicle Fuel.					
5-20-5333	Minor Equip	NEXT YEAR NOTES: This has decreased to 3,000. This has decreased due to the expected amount needed.					
5-20-5399	K-9 Expenses	NEXT YEAR NOTES: Increased to 1,700. Increase is due to added training and equipment for k-9 functions.					
REPAIR & MAINTENANCE							
101-5-20-5406	M/V Repair & Maint Supplies	6,886	14,835	2,000	1,121	19,410	500
101-5-20-5407	Equip Repair & Maint Supplies	0	0	500	0	0	250
101-5-20-5408	Building & Grounds Repair	0	195	200	13	293	200
TOTAL REPAIR & MAINTENANCE		6,886	15,030	2,700	1,135	19,703	950
5-20-5406	M/V Repair & Maint Supplie	NEXT YEAR NOTES: Decrease to 500. Vehicle repairs will now be done through Enterprise.					
5-20-5407	Equip Repair & Maint Suppl	NEXT YEAR NOTES: Decreased to 250. Due to the expected amount needed.					
5-20-5408	Building & Grounds Repair	NEXT YEAR NOTES: Budget stayed at previous amount.					
PROF & CONTRACTUAL SERV							
101-5-20-5501	Physicals Pre-Employment	769	864	900	324	773	900
101-5-20-5502	Medical Expenses City Prisoner	0	2,381	1,500	(1,229)	1,728	1,500
101-5-20-5514	Purchase of Criminal Informati	0	50	200	0	15	200
101-5-20-5515	Professional Services	0	10	500	250	15	0
101-5-20-5518	M/V Repair by Contract	4,572	3,521	11,800	15,145	67	5,000
101-5-20-5519	Equipment Repair by Contract S	810	680	1,000	0	0	1,000
101-5-20-5521	Building & Grounds by Contract	52,369	80	500	531	100	500
101-5-20-5540	Uniforms & Clothing	6,815	7,394	9,000	752	10,191	9,000
101-5-20-5544	Contractual Services	11,350	11,880	15,500	16,928	13,512	12,000
101-5-20-5554	Janitor Service	0	79	0	0	119	0
101-5-20-5557	Forensic Lab Charges	235	36	1,000	62	55	500
101-5-20-5558	Food & Care Jail	0	0	0	0	0	0
TOTAL PROF & CONTRACTUAL SERV		76,920	26,976	41,900	32,763	26,574	30,600

CITY OF BRECKENRIDGE
PROPOSED BUDGET
AS OF: AUGUST 31ST, 2023

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CITY OF BRECKENRIDGE
PROPOSED BUDGET
AS OF: AUGUST 31ST, 2023101-GENERAL FUND
POLICE DEPARTMENT
DEPARTMENTAL EXPENDITURES

	2020-2021 ACTUAL	2021-2022 ACTUAL	(----- 2022-2023 -----) CURRENT BUDGET	YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	2023-2024 PROPOSED BUDGET
UTILITY SERVICE						
101-5-20-5700 Communications	15,553	13,120	13,000	10,535	12,196	13,000
101-5-20-5701 Electricity	208	246	500	208	160	500
101-5-20-5718 Law Enforcement Center Utiliti	51,418	43,293	45,000	47,330	31,251	45,000
TOTAL UTILITY SERVICE	67,180	56,659	58,500	58,073	43,607	58,500
5-20-5700 Communications						
NEXT YEAR NOTES:						
Budget remained at 13,000						
5-20-5701 Electricity						
NEXT YEAR NOTES:						
Budget remained at 500.						
5-20-5718 Law Enforcement Center Utili						
NEXT YEAR NOTES:						
Budget will remain on 45,000.						
MRKT, PRINT & ADVERTISING						
101-5-20-5800 Printing & Advertising	1,012	287	1,000	258	293	600
101-5-20-5801 Professional Publications	145	290	300	0	218	0
TOTAL MRKT, PRINT & ADVERTISING	1,157	577	1,300	258	510	600
5-20-5800 Printing & Advertising						
NEXT YEAR NOTES:						
Decreased to 600. This is the expected amount needed for budget. Possible charges on this account is Pd contact cards, 72 hour abandoned vehicle stickers, etc						
5-20-5801 Professional Publications						
NEXT YEAR NOTES:						
This account is zeroed out.						
DUES, TRAVEL & TRAINING						
101-5-20-5905 Continuing Education	7,931	7,707	8,000	8,630	8,918	9,000
101-5-20-5906 Membership & Dues	0	0	0	0	0	0
TOTAL DUES, TRAVEL & TRAINING	7,931	7,707	8,000	8,630	8,918	9,000
5-20-5905 Continuing Education						
NEXT YEAR NOTES:						
This budget has increased to 12,000. The Pd plans to get all officers and dispatchers to intermediate license.						
5-20-5906 Membership & Dues						
NEXT YEAR NOTES:						
Zero						
RENTALS/LEASES						
101-5-20-7105 Rentals	4,006	1,090	6,000	5,003	6,371	6,000
101-5-20-7135 Lease Financing Interest	0	648	0	0	0	0
101-5-20-7145 Lease Financing Principal	0	4,660	0	0	0	0
TOTAL RENTALS/LEASES	4,006	6,397	6,000	5,003	6,371	6,000
5-20-7105 Rentals						
NEXT YEAR NOTES:						
This budget is allocated to rental of ricoh printers.						

CITY OF BRECKENRIDGE
PROPOSED BUDGET
AS OF: AUGUST 31ST, 2023

101-GENERAL FUND
POLICE DEPARTMENT
DEPARTMENTAL EXPENDITURES

	2020-2021 ACTUAL	2021-2022 ACTUAL	(----- 2022-2023 -----) CURRENT YEAR-TO-DATE BUDGET ACTUAL	PROJECTED YEAR END	2023-2024 PROPOSED BUDGET
CAPITAL OUTLAY					
101-5-20-7212 Computers/Software	0	10,173	0	0	0
TOTAL CAPITAL OUTLAY	0	10,173	0	0	0
TOTAL POLICE DEPARTMENT	1,030,343	996,194	1,193,695	946,721	957,809
					1,309,022

**LAW ENFORCEMENT COOPERATION INTERLOCAL AGREEMENT
BETWEEN GARZA COUNTY, TEXAS AND THE CITY OF POST, TEXAS**

This Agreement is made and entered into this 26th day of October, 2015, by and between the GARZA COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter the "County"), and the CITY OF POST, TEXAS, a municipal city of the State of Texas (hereinafter the "City").

RECITALS

A. The County and the City desire that the County and City cooperate in the responsibility for law enforcement services within the city limits of the City.

B. Pursuant to Chapter 791 of the Texas Government Code permits local government units to enter into interlocal agreements relating to cooperation and the furnishing of police services for such periods and under such conditions as the parties deem advisable.

C. The County and the City have determined that it will be mutually beneficial to each to exercise the powers bestowed upon them by State law and for the County to provide law enforcement services within the city limits of the City.

D. By this Law Enforcement Cooperation Agreement, the County and the City intend to establish the terms and conditions under which the County will provide law enforcement services within the city limits of the City.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

1. Law Enforcement Services in City. During the term of this Interlocal Agreement, the County agrees to provide law enforcement services within the City. In

performing law enforcement services within the City pursuant to this Agreement, law enforcement officers of the Sheriff's office, including the Sheriff, deputies, constables and deputy constables of the County shall have the same powers, rights, benefits, privileges and immunities afforded under State law. Within the city limits, law enforcement officers of the Sheriff's office, including the Sheriff, deputies, constables and deputy constables of the County shall have full police powers and shall be authorized to enforce the laws of the State of Texas and make arrests and issue summons for violations thereof.

2. Scope of Services. The County agrees, through the Garza County Sheriff's office, to provide law enforcement services to the City which will include, but not be limited to, the following:

- a. Patrol services with random patrolling of residential areas, business, parks, and other public property areas;
- b. Enforcement of Texas State statutes and ordinances of the City.
- c. Traffic Enforcement including the regular use of radar or laser as a speed deterrent;
- d. Crime Prevention Programs such as neighborhood watch, as well as other business and residential crime prevention programs;
- e. Criminal investigative and crimes lab services;
- f. Follow up on reported crimes with persons who reported the crime including routine notification by telephone or mail as to the status of the investigation;
- g. Responses to medical, fire, and other emergencies;

- h. Dispatching and other necessary communication services;
- i. Coordination of volunteer program such as the Community Affairs Officer and Reserve Programs;
- j. Driver's license inspections, background checks and license enforcement services as called for under applicable state law and city ordinances;
- k. Special event traffic patrol and patrol services for community festivals or other special events; and
- l. Attendance at Public Safety or City Council meetings as requested by the City.

3. Term. This Agreement shall be effective from October 1, 2015, until September 30, 2016. This Agreement shall be automatically extended for consecutive and successive one-year terms unless either party terminates this Agreement pursuant to the termination provisions contained herein.

4. City Limits of the City. This Agreement shall apply to and be effective within the city limits of the City.

5. Command and Control. The law enforcement officers of the Sheriff's office operating under this Agreement shall remain subject to the command, control, and supervision of the Garza County Sheriff while performing law enforcement services in the City and shall comply with the operational policies of the County.

6. Costs. The City shall provide one-half of the Sheriff's office patrol and dispatch budget, as approved by the County Commissioners for Garza County, as its sole

cost for the County's provision all personnel, motor vehicles, and equipment related to the performance of this Agreement.

7. Rights of Law Enforcement Officers. While acting under or pursuant to this Agreement any law enforcement of the Sheriff's office shall have all the immunities from liabilities and exemptions from laws, ordinances and regulations and shall have all the pension, relief, disability, Workers' Compensation, and other benefits enjoyed by them while performing their respective duties for the County.

8. Indemnification. The County and the City agree that, to the extent it is legal to do so, the County will indemnify and hold harmless the City from all claims by third parties for property damage or personal injury which may arise out of the activities of the County in the performance of this Agreement.

9. Immunities. This Agreement shall not be construed to impair or affect any sovereign or governmental immunity or official immunity that may otherwise be available to the City, County or any officer, agent or employee of the City or County.

10. Termination. Either party to this Agreement shall have the right to terminate this Agreement, with or without cause, by giving written notice to the Chief Administrative Officer of the other party by certified mail – return receipt requested. Any termination shall be effective sixty (60) days after receipt of notice of termination.

11. Completeness of Agreement. This Agreement represents the entire and integrated agreement between the County and the City related to law enforcement and supersedes all prior negotiations, representations or agreements, either oral or written. This Agreement may be amended only by written instrument signed by authorized representatives of the parties.

12. All funds for payment by the City under this Agreement are subject to the availability of an annual appropriation for this purpose by the City of Post. Unless terminated pursuant to other applicable termination provisions contained in this Agreement, in the event of non-appropriation of funds by the City Council of the City of Post for the law enforcement services provided under this Agreement, the City will terminate this Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the law enforcement services covered by this Agreement is spent, whichever occurs first.

IN WITNESS WHEREOF, the parties have entered into this Agreement to be duly executed in two counterparts, each of which shall constitute an original, by their respective presiding officers and attested by their respective clerks.

[SIGNATURE PAGE TO IMMEDIATELY FOLLOW]

GARZA COUNTY, TEXAS

By: Lee Norman
Lee Norman, County Judge

ATTEST:

[Signature]
Clerk

CITY OF POST, TEXAS

By: Archie Gill
Archie Gill, Mayor

ATTEST:

Deana Smith
City Secretary

SHERIFF

By: Terry Morgan
Terry Morgan, Sheriff

ATTEST:

[Signature]
Clerk

THE TEXAS CONSTITUTION

ARTICLE 3. LEGISLATIVE DEPARTMENT

Sec. 64. CONSOLIDATION OF OFFICES AND FUNCTIONS OF POLITICAL SUBDIVISIONS; CONTRACTS BETWEEN POLITICAL SUBDIVISIONS. (a) The Legislature may by special statute provide for consolidation of governmental offices and functions of government of any one or more political subdivisions comprising or located within any county. Any such statute shall require an election to be held within the political subdivisions affected thereby with approval by a majority of the voters in each of these subdivisions, under such terms and conditions as the Legislature may require.

(b) The county government, or any political subdivision(s) comprising or located therein, may contract one with another for the performance of governmental functions required or authorized by this Constitution or the Laws of this State, under such terms and conditions as the Legislature may prescribe. No person acting under a contract made pursuant to this Subsection (b) shall be deemed to hold more than one office of honor, trust or profit or more than one civil office of emolument. The term "governmental functions," as it relates to counties, includes all duties, activities and operations of statewide importance in which the county acts for the State, as well as of local importance, whether required or authorized by this Constitution or the Laws of this State.

(Added Nov. 5, 1968; Subsec. (a) amended Nov. 3, 1970.)