

**MINUTES
TOWN OF COPPER CANYON
REGULAR TOWN COUNCIL MEETING
MONDAY, OCTOBER 9, 2023
7:00 P.M.**

The Town Council of the Town of Copper Canyon met in regular session on Monday, October 9, at 7:00 p.m. in the Council Chambers at Copper Canyon Town Hall, 400 Woodland Drive, Copper Canyon, Texas, whereupon the following items were considered:

I. CALL TO ORDER

Mayor Robertson called the regular meeting of the Copper Canyon Town Council to order at 7:00 on the 9th day of October 2023.

Council Present

Steve Hill	Mayor Pro Tem
Rudy Castillo	Deputy Mayor Pro Tem
Dale Andrews	Council Member
Larry Johnson	Council Member
Chase Lybbert	Council Member

Staff Present

Troy Meyer	Town Administrator
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A quorum of the Town Council was established.

Mayor Robertson and **Council Members** led meeting attendees in the Pledge of Allegiance to the U.S. and Texas Flags.

II. PUBLIC INPUT

Citizens can make comments to the Town Council during this section of the meeting agenda. We ask citizens who wish to speak on agenda items to sign in on the sheet provided on the table at the back of the Council Chambers. There is a 3-minute time limit for each speaker. Pursuant to State Open Meetings law, the Town Council cannot discuss or take action on items not posted on the agenda. Therefore, the Council cannot take action on or discuss any issues or items brought up during public input.

No one spoke.

III. STAFF, MAYOR, AND COUNCIL REPORTS ON ITEMS OF COMMUNITY INTEREST

(Pursuant to Texas Government Code Section 551.0415 the Town 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 Town Council events; (5) information about community events; and (6) announcements involving imminent threat to public health and safety. No deliberations and actions will be taken.

No comments were made.

IV. PUBLIC HEARING

The Town Council of Copper Canyon will conduct a Public Hearing regarding amending the Zoning Ordinance by amending Exhibit 14a ‘Zoning Ordinance’, Article 2 ‘General District Zoning Regulations’, Section 2-102 ‘Use, Yard, and Bulk Requirements’ by adding Subsection 2(b) Flag Lots (Driveway); and by amending Exhibit 14a ‘Zoning Ordinance’, Article 11 ‘Definitions’, Section 11-102 “Words and Terms” by adding Subsection (Y A) ‘Flag Lot’ to provide definition.

Mayor Robertson opened the public hearing at 7:04 p.m.

No one spoke.

Mayor Robertson closed the public hearing at 7:05 p.m.

V. STAFF REPORT

Town Administrator

- Police Department Addition
- Administration
- Development Statistics

Town Engineer

- Stormwater Inspections
- Subdivision Construction Coordination and Observation
- Subdivision Developments
- Miscellaneous Reviews, Coordination and Meetings

Fire Department

- Firefighter Retirement Accounts
- Grant Received
- Fiscal Year 2023 – 2024 Balanced Budget
- November 2023 Election

Town Administrator Meyer briefed the Town Council and meeting attendees regarding the Staff report items.

Council Member Johnson expressed the need for a traffic light at FM407 and Jernigan Road. **Mayor Johnson** directed **Town Administrator Meyer** to communicate with **State Representative Tan Parker's** office. **Deputy Mayor Pro Tem Castillo** suggested the Town communicate with TxDOT to find out what it takes to get a traffic light and to gather additional information so that the Town can make the best decision for Copper Canyon residents as it relates to adding traffic signals along FM407.

Town Administrator Meyer updated Council regarding the TCOLE application.

Fire Chief Vaughan gave a brief update regarding Denton County ESD.

Mayor, Council Members and **Fire Chief Vaughan** discussed the upcoming November 2023 special ESD election and the different voting locations.

VI. CONSENT

Items on the Consent Agenda are routine and administrative in nature. As such, these items are considered for approval by a single motion and vote generally without discussion. Council Members can remove an item or items from the agenda, so it can be considered separately and/or add action or discussion agenda posted as part of the Consent Agenda.

1. Approve September 25, 2023, Minutes of Council Meeting
2. Approve September 2023 Financials
3. Approve the Accounting Services Engagement agreement between Debbie J. Piper, CPA, and the Town of Copper Canyon.

Mayor Pro Tem Hill made a motion to approve Consent Items #1-3 as presented.

Council Member Johnson seconded the motion.

Ayes: Mayor Pro Tem Hill, Deputy Mayor Pro Tem Castillo and Council Members Andrews, Johnson and Lybbert.
Nays: None

Mayor Robertson announced that the motion passed unanimously.

VII. ACTION & DISCUSSION ITEMS

1. Discuss, consider, and take action regarding appointing Mark Pape to serve on the Denton County Emergency Services District Board of Directors.

Council Member Andrews made a motion to appoint Mark Pape to serve on the Denton County Emergency Services District Board of Directors.

Council Member Lybbert seconded the motion.

Ayes: Mayor Pro Tem Hill, Deputy Mayor Pro Tem Castillo and Council Members Andrews, Johnson and Lybbert.
Nays: None

Mayor Robertson announced that the motion passed unanimously.

2. Discuss, consider, and take action regarding Ordinance 23-009 amending the code of ordinances by amending Exhibit 14a 'Zoning Ordinance', Article 2 'General District Zoning Regulations', Section 2-102 'Use, Yard, and Bulk Requirements' by adding Subsection 2(b) Flag Lots (Access); and by amending Exhibit 14a 'Zoning Ordinance', Article 11 'Definitions', Section 11-102 "Words and Terms" by adding Subsection (Y A) 'Flag Lot' to provide definition.

Mayor Pro Tem Hill made a motion to approve Ordinance 23-009 (amending the code of ordinances by amending Exhibit 14a 'Zoning Ordinance', Article 2 'General District Zoning Regulations', Section 2-102 'Use, Yard, and Bulk Requirements' by adding Subsection 2(b) Flag Lots (Access); and by amending Exhibit 14a 'Zoning Ordinance', Article 11 'Definitions', Section 11-102 "Words and Terms" by adding Subsection (Y A) 'Flag Lot' to provide definition).

Council Member Lybbert seconded the motion.

Ayes: Mayor Pro Tem Hill, Deputy Mayor Pro Tem Castillo and Council Members Andrews, Johnson and Lybbert.
Nays: None

Mayor Robertson announced that the motion passed unanimously.

3. Discuss, consider, and take action regarding Ordinance 23-010 ratifying the vote on the Fiscal Year 2023-24 Annual Budget which results in more revenue from ad valorem taxes than the previous year.

Mayor Pro Tem Hill made a motion to approve Ordinance 23-010 (ratifying the vote on the Fiscal Year 2023-24 Annual Budget which results in more revenue from ad valorem taxes than the previous year).

Deputy Mayor Pro Tem Castillo seconded the motion.

Ayes: Mayor Pro Tem Hill, Deputy Mayor Pro Tem Castillo and Council Members Andrews, Johnson and Lybbert.

Nays: None

Mayor Robertson announced that the motion passed unanimously.

4. Discuss, consider, and take action appointing P&Z Commissioners and alternates.

(For action taken, see below under Action Item #5.)

5. Discuss, consider, and take action appointing BOA Members and alternates.

Mayor Robertson explained the appointment process for the Planning and Zoning Commissioners and the Board of Adjustment Board Members and considering the number of open positions and applications received, asked Council to approve the appointments to the Planning and Zoning Commission and BOA Board Members as follows:

P&Z Commissioners:

Place 1 – Mitch Dornich	Term Ending: 9/30/2025
Place 3 – Kimberlee Delaney	Term Ending: 9/30/2025
Place 5 – Jeff Dahl	Term Ending: 9/30/2025

P&Z Alternates:

Place 1 – Dane Kustes	Term Ending: 9/30/2025
Place 3 – Ted Stranczek	Term Ending: 9/30/2025

BOA Commissioners:

Place 1 – Simon Smock	Term Ending: 9/30/2025
Place 3 – Mike Sommers	Term Ending: 9/30/2025
Place 5 – Nate Langston	Term Ending: 9/30/2025

BOA Alternates:

Place 1 – Paul Dietz	Term Ending: 9/30/2025
Place 3 – Victoria Hubbard	Term Ending: 9/30/2025

Mayor Pro Tem Hill made a motion to accept the appointments to the Planning and Zoning Commission and Board of Adjustment as stated by **Mayor Robertson**.

Council Member Lybbert seconded the motion.

Ayes: Mayor Pro Tem Hill, Deputy Mayor Pro Tem Castillo and Council Members Andrews, Johnson and Lybbert.

Nays: None

Mayor Robertson announced that the motion passed unanimously.

VIII. DISCUSSION OF FUTURE AGENDA ITEMS (A Councilmember may request that an item be placed on a subsequent agenda for consideration. Any deliberation shall be limited to the proposal to place the subject on a subsequent agenda.)

No items were discussed.

IX. ADJOURN

Deputy Mayor Pro Tem Castillo made a motion to adjourn.

Mayor Pro Tem Hill seconded the motion.

Ayes: Mayor Pro Tem Hill, Deputy Mayor Pro Tem Castillo and Council Members Andrews, Johnson and Lybbert.

Nays: None

Meeting adjourned at 7:36 p.m.

APPROVED BY THE TOWN COUNCIL THIS _____ DAY OF _____

Ron Robertson, Mayor
Town of Copper Canyon

Sheila B. Morales, TRMC – Town Secretary
Town of Copper Canyon

TOWN OF COPPER CANYON
 PERATING BUDGET STATUS REPORT
 Y2023-2024 US Dollars

Flag +/- 20%

Account	FY Budget	Actuals												YTD Total	Remaining Budget	% of Budget	Variance To Plan	Relative Plan Variance		
		Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep							
100-10-5109 Animal Control	4,000	300															3,700	7.5%	(367)	-55.0%
100-10-5110 Agent IT Computer Services	21,500	1,126	1,135														19,239	10.5%	(1,322)	-36.9%
100-10-5202 Upper Trinity RWD	2,270	2,266															4	99.8%	1,888	488.9%
100-10-5203 Denton Co Appraisal District	7,660																7,660	0.0%	(1,277)	0.0%
100-10-5204 Denton Co Tax Collector	3,900																3,900	0.0%	(650)	0.0%
100-10-5205 Municipal Court Judge	9,000	9,946	1,000														8,000	11.1%	(280)	71.4%
100-10-5206 Municipal Court Prosecutor	9,000	1,200	1,200														7,800	13.3%	1,701	-34.5%
O&M EXPENDITURES	433,294	23,165	18,899														391,199	9.7%	(30,121)	-41.7%
100-10-5401 Office Supplies	3,500	309															3,177	9.2%	(280)	-44.6%
100-10-5403 Town Hall Building Maint & Grnds	1,000	637	2,897														7,466	32.1%	1,701	92.8%
100-10-5405 Utilities Water	2,000	841															1,759	12.1%	(92)	-27.6%
100-10-5406 Utilities Electric	12,000	647	604														10,749	10.4%	(749)	-37.4%
100-10-5407 Telecommunications	6,300	415	426														5,659	12.9%	(242)	-22.3%
100-10-5410 Insurance	10,800	9,946															654	93.8%	8,179	463.0%
100-10-5411 Dues, Pub & Subscriptions	6,500	2,894	562														2,940	16.0%	(23)	-4.0%
100-10-5412 Office Machines Copier/Scanner	3,500	300	260														1,807	2.3%	(285)	-86.0%
100-10-5413 Legal Notices	1,850	43															10,000	0.0%	(1,687)	0.0%
100-10-5414 Election	10,000																2,800	0.0%	(467)	0.0%
100-10-5415 Codification (Online & Hard Copies)	2,800																1,000	0.0%	(167)	0.0%
100-10-5416 Equestrian Trail Expenses	1,000																750	0.0%	(125)	0.0%
100-10-5418 Postage	750																1,059	11.8%	(441)	-29.4%
100-10-5419 Volunteer/Town Holiday/Events	9,000		1,059														1,000	0.0%	(167)	0.0%
100-10-5421 Misc Expenses	3,000	396	87														3,000	0.0%	(500)	0.0%
100-10-5422 Code Enforcement	306,944	550	5,915														300,479	2.1%	(483)	483 Ahead of Plan
100-10-5423 COVID 19 Expenses	600																800	0.0%	(133)	0.0%
100-10-5424 Neighborhood Watch	8,000																1,500	82.4%	5,583	384.1%
100-10-5428 Town Clean-Up Day	3,000	7,000	7,000														3,000	0.0%	(500)	0.0%
100-10-6001 Office Furniture & Equipment	17,000	7,300															2,350	0.0%	(382)	0.0%
100-10-6003 Computer Software	2,350																8,000	0.0%	(1,333)	0.0%
100-10-6004 Civic Plus Website	8,000																1,700	0.0%		0.0%
100-10-6005 Computer Hardware	1,700																224,260	0.0%	145,000	0.0%
100-10-6005 Child Safety Fees	1,700																1,334	0.0%	75,000	0.0%
TAX NOTES 2019 & 2020 EXPENDITURES	224,260	-	-														2,916	0.0%	-	0.0%
100-10-7125 2019 Tax Note Principal	145,000																273,214	11.6%	1,957	5.6%
100-10-7126 2019 Tax Note Interest	1,334																145,000	0.0%	9,993	99.9%
100-10-7127 2020 Tax Note Principal	75,000																174,729	5.6%	(1,177)	-10.2%
100-10-7128 2020 Tax Note Interest	2,916																10,500	0.0%	(200)	0.0%
LAW ENFORCEMENT EXPENDITURES	309,121	11,643	24,264														273,214	11.6%	1,957	5.6%
100-30-5201 Law Enforcement Contracts	20,000																7	100.0%	9,993	99.9%
100-30-5901 PD Vehicle & Equipment	185,652	9,944	379														174,729	5.6%	(1,177)	-10.2%
100-30-5902 PD Fuel	10,500																7,493	6.3%	7	1.4%
100-30-5903 PD Vehicle Maintenance	8,000	507															17,514	1.6%	286	286 Ahead of Plan
100-30-5904 PD Radio & Dispatch Systems	17,800	286															450	66.7%	900	900 Ahead of Plan
100-30-5107 PD Professional Fees	1,350	900															22,870	0.0%	(950)	0.0%
100-30-5110 PD IT & Comm Services	5,700																5,700	0.0%	(7,400)	0.0%
100-30-6005 PD Computer Hardware	22,970																16,794	0.0%	-	0.0%
100-30-5905 PD Uniforms & Gear	16,794																2,200	0.0%	-	0.0%
100-30-5401 PD Office Supplies	2,200																5,585	0.0%	-	0.0%
100-30-5906 PD General Operating Supplies	5,965																5,070	0.0%	-	0.0%
100-30-5907 PD Evidence Room Supplies	5,070																4,303	47.5%	488	14.6%
100-30-6001 PD Office Furniture & Equipment	8,200	1,699	2,199														293,629	1.4%	(17,451)	-60.5%
LAW ENFORCEMENT ADMINISTRATION	297,753	4,224	-														197,500	0.0%	(15,000)	0.0%
100-30-5001 Salaries	197,500																18,195	0.0%	(1,516)	0.0%
100-30-5014 Payroll Taxes	23,356																23,358	0.0%	(3,893)	0.0%
100-30-5006 Retirement	3,000																3,000	0.0%	-	0.0%
100-30-5009 Overtime	40,000																40,000	0.0%	-	0.0%
100-30-5024 Health Insurance Stpend	7,800																3,376	55.6%	2,958	233.6%
100-30-5410 Insurance	1,500	4,224															1,500	0.0%	-	0.0%
100-30-5411 Dues, Pubs, Subscriptions	3,000																3,000	0.0%	-	0.0%
100-30-5019 Training																				0.0%

TOWN OF COPPER CANYON
 OPERATING BUDGET STATUS REPORT
 Y2023-2024 US Dollars

Flag +/- 20%

	FY Budget	Actuals												YTD Total	Remaining Budget	% of Budget	Variance To Plan	Relative Plan Variance
		Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep					
100-30-5013 Cell Phone Reimbursement	3,600														3,600	0.0%		0.0%
ROADS & DRAINAGE EXPENDITURES	71,000	3,104	6,657												9,661	13.6%	(2,172)	-8.4%
100-30-5301 Road Manly/Signs/Tree Trimming	15,500	100	279												15,121	2.4%	(2,205)	-85.3%
100-30-5303 Mowing Right-of-Way	40,000	3,004	6,008												30,987	22.5%	2,346	35.2%
100-30-5305 Engineering - Minor Road Maint	8,500														8,500	0.0%	(1,417)	0.0%
100-30-5307 Storm Water Reviews			270												270	0.0%	270	Ahead of Plan
100-30-5310 MS-4 Permit Update	7,000														7,000	0.0%	(1,167)	0.0%
Total Expense	2,043,633	98,465	71,139												169,604		(88,106)	-33.9%
REVENUE MINUS EXPENSES CARRYOVER ROAD FUND	462,196	7,822	22,866												30,687		(205,635)	

AGENDA PLACEMENT MEORANDUM

TO: Denton County Commissioners Court
FROM: Mary Miller, Assistant District Attorney – Counsel to the Sheriff
DATE: November 14, 2023
SUBJECT: Approval of the 2023-24 Interlocal Agreement for Shared Governance Communications and Dispatch Services System for Copper Canyon Police Department, and any appropriate action.

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REQUESTED ACTION/RECOMMENDATION

Approval of the 2023-24 Interlocal Agreement for Shared Governance Communications and Dispatch Services System for the Copper Canyon Police Department, and any appropriate action.

BACKGROUND: The shared expenses program between the Denton County Sheriff's Office (DCSO) and law enforcement and fire/ems agencies within Denton County began in 2006. The program continues to be very successful.

OPERATIONS AND MAINTENANCE: Providing communications and dispatch services is an ongoing activity.

LEGAL INFORMATION: The Texas Interlocal Cooperation Act, Chapter 791 of the Government Code, authorizes local governments to contract with one another to efficiently share resources and responsibilities, thereby increasing efficiency and effectiveness.

FINANCIAL IMPACT: These agreements have a positive financial impact for Denton County. The agencies using the system participate in the funding of the system at a portion equitable to the workload incurred for that agency by the Sheriff's Office.

PROJECT SCHEDULE: This will be an ongoing annual contract. This agreement will go into effect on January 1, 2024 and run through September 30, 2024.

PRECEEDING COURT ACTION: The Denton County Commissioners Court has been approving these type of agreements annually since 2006.

Contract Memorandum

To: Commissioners Court
From: Denton County Budget Office
Date: November 14, 2023

Department/ Sheriff's Department- Interlocal Agreements for Dispatching Services
Contract Title: 01.60.19 & 01.3160.00.00

Contract Period: January 1, 2024- September 30, 2024 **# of Employees:** N/A

Funding Year/Type: 16th Year- Annual Contracts

<u>Funding Year</u>	<u>Contract Funding</u>	<u>Required Cash Match</u>	<u>Addl County Funding</u>	<u>Total Funding</u>	<u>County %</u>	<u>Contract %</u>
FY2024	\$16,993	\$0	\$0	\$16,993	0.00%	0.00%

COMMENTS:
 The Sheriff's Department requests approval of Interlocal Cooperation Agreements for Shared Governance Communications and Dispatch Services System between Denton County and various city agencies (Agencies) in Denton County. The Denton County Sheriff has the facilities to provide emergency telecommunications and dispatch services throughout the County. Agencies wishing to utilize the Sheriff's available telecommunications and dispatch services will pay an annual service fee based on the workload generated by the Agency.

Fees- This is the sixteenth year for Interlocal Agreements and/or fees for dispatching services. Currently 36 agencies are serviced, as well as the Denton County Sheriff's Department. Cost estimates are based on a combination of prior fiscal year adopted budget numbers and workload numbers based on actual numbers from two years ago (not the prior fiscal year which would only be estimated numbers and not actuals).
 For FY2024-based on all signed agreements- additional revenue to Denton County can be estimated at \$1,038,311. The attached agreements will provide \$16,993 of that estimated total.

The County absorbs the cost of all County and State agencies based on those Agencies' workload measures. Some examples of County and State agencies include Constables, Game Warden, Texas Alcoholic Beverage Commission, etc. This means that the County will pay 1/2 of the overall estimated budget plus the combined percentage of the workload for the County / State Agencies and "unassigned" activity. Other entities are assessed a portion of the remaining 1/2 of the total budget based on their workload percentages (less the County's workload portion).

Please feel free to contact me if you have any questions about my review. Any additional questions should be directed to Mary Miller, Counsel to the Sheriff, District Attorney's Office.

Kerensa Stevens, Budget Analyst
 Contract Reviewer

5. **ANNUAL SERVICE FEE.** Each Agency shall pay to the County a fee for services based on the workload generated by the Agency.

- 5.1. Agency shall pay to County the Total Amount on *Exhibit "A"*.
- 5.2. The Agency shall complete *Exhibit "A"*, Agency Payment Worksheet, to identify the payment terms preferred by Agency. Agency is responsible for sending payments to County
- 5.3. The fee for service will be based on the pro rata share of the workload generated by the Agency.
- 5.4. County agrees to provide Agency a proposed service fees for the next budget/fiscal year as agreed by the parties.
- 5.5. If this Agreement is terminated prior to the expiration of the term of the Agreement, payment shall be pro-rated by written agreement between the parties.
- 5.6. Dispatch costs for the upcoming fiscal year are calculated utilizing 50% of the approved Communications Budget for the current fiscal year and agency workload statistics from the previous fiscal year.

Agency workload percentages are calculated by:

- 5.6.1. Determining the agency's percentage of total Calls For Service (CFS)
- 5.6.2. Determining the agency's percentage of total Officer Initiated Activity (OIA)
- 5.6.3. Averaging the values from # 5.6.1 & # 5.6.2
- 5.6.4. Determining the percentage of OIA that is Mobile Data Computer (MDC) activity
- 5.6.5. Determining agency OIA that is not MDC Activity
- 5.6.6. Determining adjusted percentage of OIA that is MDC activity by dividing value of # 5.6.5 by total OIA
- 5.6.7. Determining agency CFS that are public requests by subtracting agency assists or mutual aid calls from the agency's CFS
- 5.6.8. Determining adjusted percentage of total CFS that are public requests by dividing value of # 5.6.7 by total CFS
- 5.6.9. Determining agency workload percentage by calculating average of # 5.6.6 and # 5.6.8
- 5.6.10. Determining agency final cost by workload by multiplying value of # 5.6.9 against 50% of the approved Communications budget

6. **COUNTY SERVICES AND RESPONSIBILITIES.** The County agrees to provide the following services and responsibilities:

6.1 The Sheriff shall have the sole discretion as to the method of providing the Services including, but not limited to the order of response to calls, and shall be the sole judge as to the most expeditious and effective manner of handling and responding to calls for service or the rendering thereof. The Sheriff shall have the sole discretion as to the method and final decision regarding the annual workload and cost statistics. The Sheriff will devote sufficient time to insure the performance of all duties and obligations set forth herein.

6.2 County shall furnish full-time communications services including a twenty-four (24) hours a day, seven (7) days a week public safety answering point, radio services, dispatching services, or law enforcement transmission originating from AGENCY requesting law enforcement and fire

protection services and access to local, regional, state, and national data bases and telecommunications systems.

- 6.3 The services provided by County include the following:
 - 6.3.1 twenty-four (24) hours a day, seven (7) days a week public safety answering point;
 - 6.3.2 receiving emergency and routine calls for law enforcement, fire, and medical services;
 - 6.3.3 directing a response to said calls by dispatching the appropriate law enforcement, fire, and medical services;
 - 6.3.4 providing on-going communication support to the emergency personnel in the field; and
 - 6.3.5 updating, maintaining, and managing the County owned radio communications system, computer systems, support files, and resource materials necessary to accomplish the above.

6.4 County may add new Agencies not currently served by Denton County at the discretion of Denton County and the Denton County Sheriff's Office.

7. **AGENCY RESPONSIBILITIES.** The Agency agrees to the following responsibilities:

- 7.1 Providing accurate current GIS data of the corporate limits and extraterritorial jurisdiction of the Agency.
- 7.2 Furnish County with a current list of all Officers and Reserves authorized by Agency to use the communications system.
- 7.3 Agency is responsible for the costs and upgrades associated with maintaining Agency's communication equipment.
- 7.4 Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes
- 7.5 Adherence to all Sheriff's Office communications rules and regulations.
- 7.6 Agency agrees to provide all necessary and required TLETS paperwork. See *Exhibit "B"*.
- 7.7 Appoint representative and agree to participate in the Advisory Board.
- 7.8 Agency is responsible for sending payments to County as more fully described in *Exhibit "A"* to this Agreement.

8. **AGREEMENT.** The parties acknowledge they have read and understand and intend to be bound by the terms and conditions of this Agreement. This Agreement contains the entire understanding between the parties concerning the subject matter hereof. No prior understandings, whether verbal or written, between the parties or their agents are enforceable unless included in writing in this agreement. This Agreement may be amended only by written instrument signed by both parties.

9. **AGREEMENT LIASONS.** Each party to this agreement shall designate a Liaison to insure the performance of all duties and obligations of the parties. The Liaison for each party shall devote sufficient time and attention to the execution of said duties on behalf of the Party to ensure full compliance with the terms and conditions of this Agreement.

10. **ASSIGNMENT.** Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other party to this Agreement.

11. **AGENCY LIABILITY.** The Agency understands and agrees that the Agency, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the County. The Agency shall not be required to indemnify nor defend County for any liability arising out of the wrongful acts of employees or agents of County to the extent allowed by Texas law.

12. **COUNTY LIABILITY.** The County understands and agrees that the County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the Agency. The County shall not be required to indemnify nor defend Agency for any liability arising out of the wrongful acts of employees or agents of Agency to the extent allowed by Texas law.

13. **DISPUTES/RECOURSE.** County and Agency agree that any disputes or disagreements that may arise which are not resolved at the staff level by the parties should be referred to the Appointed Liaisons for each entity. Any further disputes arising from the failure of either Agency or County to perform and/or agree on proportionate reduction in fees shall be submitted to mediation, with the parties splitting the mediation fees equally. It is further agreed and understood that the scope of matters to be submitted to dispute mediation as referenced above is limited to disputes concerning sufficiency of performance and duty to pay or entitlement, if any, to any reduced fee or compensation. Any other disputes or conflicts involving damages or claimed remedies outside the scope of sufficiency of performance and compensation adjustment shall be referred to a court of competent jurisdiction in Denton County, Texas.

14. **EXHIBITS.** Attached hereto, and referred to elsewhere in this Agreement are the following Exhibits, which are hereby incorporated by reference.

Exhibit A	Agency Payment Worksheet
Exhibit B	TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS) NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT

15. **MULTIPLE ORIGINALS.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

16. **NOTICES.** All notices, demands or other writings may be delivered by either party by U.S. First Class Mail or by other reliable courier to the parties at the following addresses:

County:	1	Denton County Judge Denton County Commissioners Court 1 Courthouse Drive, Ste 3100 Denton, Texas 76208
	2	Denton County Sheriff Denton County Sheriff's Office 127 N. Woodrow Lane Denton, Texas 76205
	3	Assistant District Attorney Counsel to the Sheriff 127 N. Woodrow Lane Denton, Texas 76205

Name of Agency:	Copper Canyon Police Department
Contact Person	Mayor Ron Robertson
Address	400 Woodland Drive
City, State, Zip	Copper Canyon, TX 75077
Telephone	940-241-2677
Email:	rrobertson@coppercanyontx.com

17. **SEVERABILITY.** The validity of this Agreement and/or any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performed and all compensation payable in Denton County, Texas. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

18. **THIRD PARTY.** This Agreement is made for the express purpose of providing communications and dispatch services, which both parties recognize to be a governmental function. Except as provided in this Agreement, neither party assumes any liability beyond that provided by law. This Agreement is not intended to create any liability for the benefit of third parties.

19. **VENUE.** This agreement will be governed and construed according to the laws of the State of Texas. This agreement shall be performed in Denton County, Texas.

20. **WAIVER.** The failure of County or Agency to insist upon the performance of any term or provision of this Agreement or to exercise or enforce any right herein conferred, or the waiver of a breach of any provision of this Agreement by either party, shall not be construed as a waiver or relinquishment to any extent of either party's right to assert or rely upon any such term or right, or future breach of such provision, on any future occasion.

21. **AUTHORIZED OFFICIALS.** Each party has the full power and authority to enter into and perform this Agreement. The persons executing this Agreement represent they have been properly authorized to sign on behalf of their governmental entity.

22. **CURRENT FUNDS.** All payments made by Agency to County pursuant to this Agreement shall be from current revenues available to Agency.

23. **DISPATCH & COMMUNICATION RECORDS.** The parties acknowledge that the Denton County Sheriff's Office may release dispatch and communication records of Agency pursuant to the Texas Public Information Act until such a time that the parties agree to transfer such responsibility to Agency.

DENTON COUNTY, TEXAS



Andy Eads, County Judge
Denton County Commissioners Court
1 Courthouse Drive, Ste 3100
Denton, Texas 76208
(940)349-2820

AGENCY



Ron Robertson, Mayor
Copper Canyon Police Department
400 Woodland Drive
Copper Canyon, TX 75077
940-241-2677

EXECUTED duplicate originals on this

Date: _____

EXECUTED duplicate originals on this

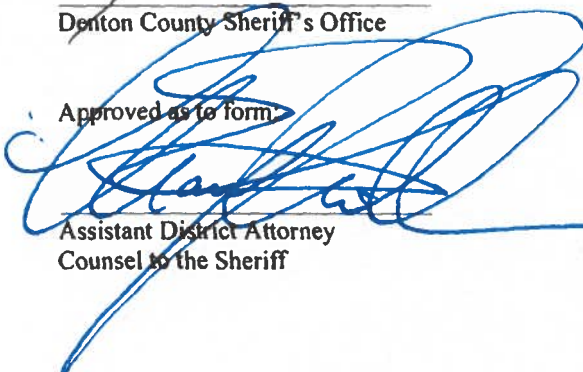
Date: 11-6-2023

Approved as to content:



Denton County Sheriff's Office

Approved as to form:



Assistant District Attorney
Counsel to the Sheriff

Approved as to form:



Attorney for Agency

Exhibit A

2023-24
Denton County Sheriff's Office
Communications 911 Dispatch Agreement
Agency Payment Worksheet/Invoice

Agency:	Copper Canyon PD
Payment Contact Person:	Mayor Ron Robertson
Phone Number:	940-241-2677
Email:	rrobertson@coppercanyontx.com
Address:	400 Woodland Drive
City, State, Zip	Copper Canyon, TX 75077
AGENCY TOTAL AMOUNT DUE	\$ 16,993.00

Agency Should Include this Worksheet with Each Payment Sent to Denton County.

Make checks payable to:	Denton County
Mail payments to:	911 Dispatch Agreement Payments Denton County Sheriff's Office Attn: Sherry Cochran 127 N. Woodrow Lane Denton, Texas 76205

Payment Plan Options	<input type="checkbox"/>	1	One Annual Payment (100%)
	<input checked="" type="checkbox"/>	2	Two Payments (50%)
	<input type="checkbox"/>	3	Four Payments (25%)
	<input type="checkbox"/>	4	Twelve Monthly Payments
	<input type="checkbox"/>	5	Other Payment Option

**Agency MUST
Select One
Payment Option**

Exhibit B

**TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS)
NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT 2023-24**

Twenty-Four Hour Terminal Agency	DENTON COUNTY SHERIFF'S OFFICE
Non Twenty-Four Hour Terminal Agency	Copper Canyon Police Department

This document constitutes an agreement between the following parties:

The Twenty-Four Hour Terminal Agency agrees to make entries into the Texas Crime Information Center (TCIC) and the National Crime Information Center (NCIC) computers for the Non Twenty-Four Hour Terminal Agency.

All records must be entered with the Twenty-Four Hour Agency's ORI, and all case reports and original warrants must be held at the Twenty-Four Hour Agency for hit confirmation purposes.

The Non Twenty-Four Hour Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.

The Twenty-Four Hour Agency reserves the right to suspend service to the Non Twenty-Four Hour Agency which may include canceling of records entered for the Non Twenty-Four Hour Agency when applicable policies are violated. The Twenty-Four Hour Agency may reinstate service following such instances upon receipt of satisfactory assurances that such violations have been corrected.

In order to comply with NCIC policies established by the NCIC Advisory Policy Board, the Non Twenty-Four Hour Agency agrees to maintain accurate records of all TCIC/NCIC entries made through the Twenty-Four Hour Agency and to immediately notify the Twenty-Four Hour Agency of any changes in the status of those reports to include the need for cancellation, addition, deletion or modification of information. The Twenty-Four Hour Agency agrees to enter, update and remove all records for the Non Twenty-Four Hour Agency on a timely basis, as defined by NCIC.

In order to comply with NCIC Validation requirements, the Non Twenty-Four Hour Agency agrees to perform all validation procedures as required by NCIC on all records entered through the Twenty-Four Hour Agency.

Either the Twenty-Four Hour Agency or the Non Twenty-Four Hour Agency may, upon thirty days written notice, discontinue this agreement.

To the extent allowed by the laws of the State of Texas, the Non Twenty-Four Hour Agency agrees to indemnify and save harmless the Twenty-Four Hour Agency as well as the DPS, its Director and employees from and against all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrests or imprisonment or any cause of the Non Twenty-Four Hour Agency or its employees in the exercise of the enjoyment of this Agreement.

In witness whereof, the parties hereto caused this agreement to be executed by the proper officers and officials.

DENTON COUNTY SHERIFF'S OFFICE

AGENCY

Signature: 

By: Tracy Murphree

Title: Denton County Sheriff

Date: 11-7-2023

Signature: 

By: Ron Robertson

Title: Mayor

Date: _____

STATE OF TEXAS §
 §
COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR
SHARED GOVERNANCE COMMUNICATIONS & DISPATCH SERVICES SYSTEM**

This Interlocal Cooperation Agreement for Shared Governance Communications and Dispatch Services System, hereinafter referred to as "Agreement", is made by and between Denton County, a political subdivision of the State of Texas, hereinafter referred to as the "County", and

Name of Agency: Copper Canyon Police Department

hereinafter referred to as "Agency".

WHEREAS, the County is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County, Texas; and

WHEREAS, the Agency is duly organized and operating under the laws of the State of Texas engaged in the provision of municipal government and/or related services for the benefit of the citizens of Agency; and

WHEREAS, parties agree that the utilization of combined communications and dispatch services system will be in the best interests of both the County and the Agency,

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

NOW THEREFORE, the County and the Agency, for the mutual consideration hereinafter stated, agree and understand as follows:

1. **PURPOSE.** The Denton County Sheriff ("Sheriff") has the facilities to provide emergency telecommunications and dispatch services throughout Denton County. The Agency wishes to utilize the Sheriff's available telecommunications and dispatch services ("Services") during the term of this agreement.

2. **ADVISORY BOARD.** The Denton County Sheriff's Office will establish an Advisory Board for the Shared Governance Communication and Dispatch System "Advisory Board". The membership of the board shall be the Chief of each Agency, or designee. The Advisory Board may advise and make recommendations to the Sheriff and the Sheriff's Office on matters relating to the Communications Center, as well as the recommendations for the Annual Agency Workload and Cost Statistics, within the limitations set forth in paragraph 6.1, herein.

3. **TERM OF AGREEMENT.** The initial term of this Agreement shall be for a one-year period beginning November 14, 2023 and ending on September 30, 2024.

4. **TERMINATION OF AGREEMENT.** Either party may terminate this agreement, with or without cause, after providing ninety (90) days written notice to the other party.

5. **ANNUAL SERVICE FEE.** Each Agency shall pay to the County a fee for services based on the workload generated by the Agency.

- 5.1. Agency shall pay to County the Total Amount on *Exhibit "A"*.
- 5.2. The Agency shall complete *Exhibit "A"*, Agency Payment Worksheet, to identify the payment terms preferred by Agency. Agency is responsible for sending payments to County
- 5.3. The fee for service will be based on the pro rata share of the workload generated by the Agency.
- 5.4. County agrees to provide Agency a proposed service fees for the next budget/fiscal year as agreed by the parties.
- 5.5. If this Agreement is terminated prior to the expiration of the term of the Agreement, payment shall be pro-rated by written agreement between the parties.
- 5.6. Dispatch costs for the upcoming fiscal year are calculated utilizing 50% of the approved Communications Budget for the current fiscal year and agency workload statistics from the previous fiscal year.

Agency workload percentages are calculated by:

- 5.6.1. Determining the agency's percentage of total Calls For Service (CFS)
- 5.6.2. Determining the agency's percentage of total Officer Initiated Activity (OIA)
- 5.6.3. Averaging the values from # 5.6.1 & # 5.6.2
- 5.6.4. Determining the percentage of OIA that is Mobile Data Computer (MDC) activity
- 5.6.5. Determining agency OIA that is not MDC Activity
- 5.6.6. Determining adjusted percentage of OIA that is MDC activity by dividing value of # 5.6.5 by total OIA
- 5.6.7. Determining agency CFS that are public requests by subtracting agency assists or mutual aid calls from the agency's CFS
- 5.6.8. Determining adjusted percentage of total CFS that are public requests by dividing value of # 5.6.7 by total CFS
- 5.6.9. Determining agency workload percentage by calculating average of # 5.6.6 and # 5.6.8
- 5.6.10. Determining agency final cost by workload by multiplying value of # 5.6.9 against 50% of the approved Communications budget

6. **COUNTY SERVICES AND RESPONSIBILITIES.** The County agrees to provide the following services and responsibilities:

6.1 The Sheriff shall have the sole discretion as to the method of providing the Services including, but not limited to the order of response to calls, and shall be the sole judge as to the most expeditious and effective manner of handling and responding to calls for service or the rendering thereof. The Sheriff shall have the sole discretion as to the method and final decision regarding the annual workload and cost statistics. The Sheriff will devote sufficient time to insure the performance of all duties and obligations set forth herein.

6.2 County shall furnish full-time communications services including a twenty-four (24) hours a day, seven (7) days a week public safety answering point, radio services, dispatching services, or law enforcement transmission originating from AGENCY requesting law enforcement and fire

protection services and access to local, regional, state, and national data bases and telecommunications systems.

- 6.3 The services provided by County include the following:
 - 6.3.1 twenty-four (24) hours a day, seven (7) days a week public safety answering point;
 - 6.3.2 receiving emergency and routine calls for law enforcement, fire, and medical services;
 - 6.3.3 directing a response to said calls by dispatching the appropriate law enforcement, fire, and medical services;
 - 6.3.4 providing on-going communication support to the emergency personnel in the field; and
 - 6.3.5 updating, maintaining, and managing the County owned radio communications system, computer systems, support files, and resource materials necessary to accomplish the above.

6.4 County may add new Agencies not currently served by Denton County at the discretion of Denton County and the Denton County Sheriff's Office.

7. **AGENCY RESPONSIBILITIES.** The Agency agrees to the following responsibilities:

- 7.1 Providing accurate current GIS data of the corporate limits and extraterritorial jurisdiction of the Agency.
- 7.2 Furnish County with a current list of all Officers and Reserves authorized by Agency to use the communications system.
- 7.3 Agency is responsible for the costs and upgrades associated with maintaining Agency's communication equipment.
- 7.4 Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes
- 7.5 Adherence to all Sheriff's Office communications rules and regulations.
- 7.6 Agency agrees to provide all necessary and required TLETS paperwork. See *Exhibit "B"*.
- 7.7 Appoint representative and agree to participate in the Advisory Board.
- 7.8 Agency is responsible for sending payments to County as more fully described in *Exhibit "A"* to this Agreement.

8. **AGREEMENT.** The parties acknowledge they have read and understand and intend to be bound by the terms and conditions of this Agreement. This Agreement contains the entire understanding between the parties concerning the subject matter hereof. No prior understandings, whether verbal or written, between the parties or their agents are enforceable unless included in writing in this agreement. This Agreement may be amended only by written instrument signed by both parties.

9. **AGREEMENT LIASONS.** Each party to this agreement shall designate a Liaison to insure the performance of all duties and obligations of the parties. The Liaison for each party shall devote sufficient time and attention to the execution of said duties on behalf of the Party to ensure full compliance with the terms and conditions of this Agreement.

10. **ASSIGNMENT.** Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other party to this Agreement.

11. **AGENCY LIABILITY.** The Agency understands and agrees that the Agency, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the County. The Agency shall not be required to indemnify nor defend County for any liability arising out of the wrongful acts of employees or agents of County to the extent allowed by Texas law.

12. **COUNTY LIABILITY.** The County understands and agrees that the County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the Agency. The County shall not be required to indemnify nor defend Agency for any liability arising out of the wrongful acts of employees or agents of Agency to the extent allowed by Texas law.

13. **DISPUTES/RECOURSE.** County and Agency agree that any disputes or disagreements that may arise which are not resolved at the staff level by the parties should be referred to the Appointed Liaisons for each entity. Any further disputes arising from the failure of either Agency or County to perform and/or agree on proportionate reduction in fees shall be submitted to mediation, with the parties splitting the mediation fees equally. It is further agreed and understood that the scope of matters to be submitted to dispute mediation as referenced above is limited to disputes concerning sufficiency of performance and duty to pay or entitlement, if any, to any reduced fee or compensation. Any other disputes or conflicts involving damages or claimed remedies outside the scope of sufficiency of performance and compensation adjustment shall be referred to a court of competent jurisdiction in Denton County, Texas.

14. **EXHIBITS.** Attached hereto, and referred to elsewhere in this Agreement are the following Exhibits, which are hereby incorporated by reference.

Exhibit A	Agency Payment Worksheet
Exhibit B	TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS) NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT

15. **MULTIPLE ORIGINALS.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

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	2	Denton County Sheriff Denton County Sheriff's Office 127 N. Woodrow Lane Denton, Texas 76205
	3	Assistant District Attorney Counsel to the Sheriff 127 N. Woodrow Lane Denton, Texas 76205

Name of Agency:	Copper Canyon Police Department
Contact Person	Mayor Ron Robertson
Address	400 Woodland Drive
City, State, Zip	Copper Canyon, TX 75077
Telephone	940-241-2677
Email:	rrobertson@coppercanyontx.com

17. **SEVERABILITY.** The validity of this Agreement and/or any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performed and all compensation payable in Denton County, Texas. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

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DENTON COUNTY, TEXAS

AGENCY





Andy Eads, County Judge
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Denton, Texas 76208
(940)349-2820

Ron Robertson, Mayor
Copper Canyon Police Department
400 Woodland Drive
Copper Canyon, TX 75077
940-241-2677

EXECUTED duplicate originals on this

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Date: _____

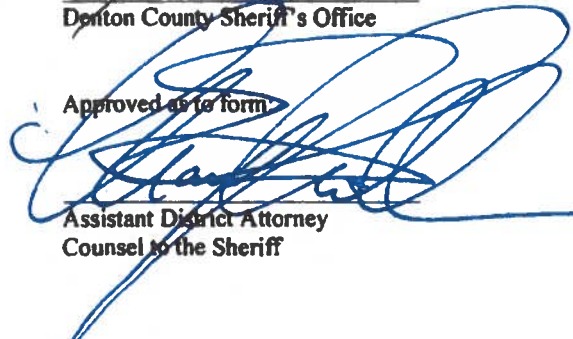
Date: 11-6-2023

Approved as to content:



Denton County Sheriff's Office

Approved as to form:



Assistant District Attorney
Counsel to the Sheriff

Approved as to form:



Attorney for Agency

Exhibit A

2023-24 **Denton County Sheriff's Office** **Communications 911 Dispatch Agreement** **Agency Payment Worksheet/Invoice**

Agency:	Copper Canyon PD
Payment Contact Person:	Mayor Ron Robertson
Phone Number:	940-241-2677
Email:	rrobertson@coppercanyontx.com
Address:	400 Woodland Drive
City, State, Zip	Copper Canyon, TX 75077
AGENCY TOTAL AMOUNT DUE	\$ 16,993.00

Agency Should Include this Worksheet with Each Payment Sent to Denton County.

Make checks payable to:	Denton County
Mail payments to:	911 Dispatch Agreement Payments Denton County Sheriff's Office Attn: Sherry Cochran 127 N. Woodrow Lane Denton, Texas 76205

	1		One Annual Payment (100%)
Payment Plan Options	2	<input checked="" type="checkbox"/>	Two Payments (50%)
Agency MUST	3		Four Payments (25%)
Select One	4		Twelve Monthly Payments
Payment Option	5		Other Payment Option

Exhibit B

**TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS)
NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT 2023-24**

Twenty-Four Hour Terminal Agency	DENTON COUNTY SHERIFF'S OFFICE
Non Twenty-Four Hour Terminal Agency	Copper Canyon Police Department

This document constitutes an agreement between the following parties:

The Twenty-Four Hour Terminal Agency agrees to make entries into the Texas Crime Information Center (TCIC) and the National Crime Information Center (NCIC) computers for the Non Twenty-Four Hour Terminal Agency.

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Either the Twenty-Four Hour Agency or the Non Twenty-Four Hour Agency may, upon thirty days written notice, discontinue this agreement.


To the extent allowed by the laws of the State of Texas, the Non Twenty-Four Hour Agency agrees to indemnify and save harmless the Twenty-Four Hour Agency as well as the DPS, its Director and employees from and against all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrests or imprisonment or any cause of the Non Twenty-Four Hour Agency or its employees in the exercise of the enjoyment of this Agreement.

In witness whereof, the parties hereto caused this agreement to be executed by the proper officers and officials.

DENTON COUNTY SHERIFF'S OFFICE

AGENCY

Signature: 
By: Tracy Murphree
Title: Denton County Sheriff
Date: 11-7-2023

Signature: 
By: Ron Robertson
Title: Mayor
Date:

Approval of the 2023-24 Interlocal Cooperation Agreement for Shared Governance
Communications and Dispatch Services System between Denton County and Copper Canyon
Police Department, and any appropriate action.



Denton County

Administrative Courthouse
1 Courthouse Drive
Denton, TX 76208

Request for Agenda Placement and Approval Flow

Drafter: heather.walker@dentoncounty.gov

Requested Agenda Date: 11/14/2023

Department: Sheriff

Grouping: Sheriff

Short Title: 2023-24 Interlocal Agreement for Shared Governance
Communications and Dispatch Services System for Copper
Canyon Police Department

Agenda Number: 12. C.

Specific Agenda Wording

Approval of the 2023-24 Interlocal Cooperation Agreement for Shared Governance
Communications and Dispatch Services System between Denton County and Copper Canyon
Police Department, and any appropriate action.

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	11/9/2023	Kerensa Stevens	Approve	11/15/2023
1	2	11/9/2023	Commissioners Court	Approve	11/16/2023