INTERLOCAL DISPATCH SERVICES AGREEMENT

This agreement is entered into on the 17th day of August 2010, by and between the City of Parker (the "City") and Collin County, a political subdivision of the State of Texas (the "County").

RECITALS

1. The County, through the Sheriff's Office, owns and operates communications facilities used in dispatching its law enforcement and emergency service personnel.

2. The City desires to obtain certain dispatch services from the County. Therefore, under the authority of Texas Government Code, Title 7, Interlocal Cooperation Act, Section 791 et seq., the parties agree as follows:

SECTION 1. DEFINITIONS

DISPATCH SERVICES. The term "Dispatch Services" means all services necessary for the Collin County Sheriff's Office to receive calls for law enforcement service within the City's jurisdiction and to dispatch the City's law enforcement personnel in response to such calls.

SECTION 2. TERM

2.01 TERM. The term of this agreement shall commence on the 1st day of October, 2010, and shall continue in full force and effect through September 30, 2011.

2.02 TERMINATION. Either party may terminate this agreement by giving ninety (90) days written notice to the other party.

SECTION 3. SERVICES

SERVICES TO BE PROVIDED. The County agrees to provide dispatch services through the Sheriff's Office to the City in the same manner and under the same work schedule as such services are provided in the operation of the County's law enforcement personnel.

SECTION 4. NONEXCLUSIVITY OF SERVICE PROVISION

The parties agree that the County may contract to perform services similar or identical to those specified in this agreement for such additional governmental or public entities as the County, in its sole discretion, sees fit.

SECTION 5. COMPENSATION

5.01 The dispatch service charges for FY2011 in the amount of $23,273.12 shall be paid by the City in quarterly installments of $5,818.28. This amount is based upon the prior year call volume at the rate of $6.68 per radio incident.

5.02 PAYMENT UPON EARLY TERMINATION. If this agreement is terminated prior to the conclusion of a three-month period for which a payment has been made pursuant to Section 5.01 of this agreement, the entire amount paid shall belong to the County without prorating.

5.03 SOURCE OF PAYMENT. The City agrees that payments that it is required to make under this agreement shall be made out of the City's current revenues.

SECTION 6. CIVIL LIABILITY

Any civil liability relating to the furnishing of services under this agreement shall be the responsibility of the party found to be negligent.

The City shall hold the County free and harmless from any obligation, costs, claims, judgments, attorney's fees, attachments, and other such liabilities arising from or growing out of the actions, or failure to act, of the City pursuant to the terms of this Agreement. The County shall hold the City free and harmless from any obligation, costs, claims, judgments, attorney's fees, attachments, and other such liabilities arising from or growing out of the actions, or failure to act, of the County pursuant to the terms of this Agreement, and as applicable by law.

SECTION 7. AMENDMENT

This agreement shall not be amended or modified other than in a written agreement signed by the parties.

SECTION 8. CONTROLLING LAW

This agreement shall be deemed to be made under, governed by, and construed in accordance with, the laws of the State of Texas.

SECTION 9. NOTICES

9.01 FORM OF NOTICE. Unless otherwise specified, all communications provided for in this agreement shall be in writing and shall be deemed delivered, whether actually received or not, forty-eight (48) hours after deposit in the United States mail, first class, registered or certified, return receipt requested, with proper postage prepaid or immediately when delivered in person.

9.02 ADDRESSES. All communications provided for in this agreement shall be addressed as follows:

(A) If to the County, to:

Sheriff Terry G. Box
Collin County Sheriffs Office
4300 Community Avenue
Mckinney, Texas 75071

(B) If to the City, to:

Police Chief Tony Fragoso
City of Parker, Texas
5700 E. Parker Road
Parker, Texas 75002

or to such person at such address as may from time to time be specified in a notice given as provided in this Section 9. In addition, notice of termination of this agreement by the City shall be provided by the City to the County Judge of Collin County as follows:

The Honorable Keith Self
Collin County Judge
Collin County Administration Building
2300 Bloomdale Rd. Suite 4192
McKinney, Texas 75071

SECTION 10. CAPTIONS

The headings to the various sections of this agreement have been inserted for the convenient reference only and shall not modify, define, limit or expand the express provision of this agreement.

SECTION 11. COUNTERPARTS

This agreement may be executed in counterparts, each of which, when taken separately, shall be deemed an original.

SECTION 12. OBLIGATIONS OF CONDITION

All obligations of each party under this agreement are conditions to further performance of the other party's continued performance of its obligation under the agreement.

SECTION13. EXCLUSIVE RIGHT TO ENFORCE THIS AGREEMENT

The County and the City have the exclusive right to bring suit to enforce this agreement, and no party may bring suit, as a third-party beneficiary or otherwise, to enforce this agreement.

SECTION 14. PRIOR AGREEMENTS SUPERSEDED

This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written oral agreements between the parties respecting the services to be provided under this agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

"COUNTY"

COLLIN COUNTY, TEXAS

BY: _____

TITLE: County Judge

DATE: 9/14/10

"CITY"

BY: _____

TITLE: Mayor Joe Cordina

DATE: August 20, 2010

RESOLUTION NO. 2010-297
(2010-2011 Police Dispatch Agreement)

COPY

A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, PROVIDING FOR THE EXECUTION OF AN INTERLOCAL POLICE DISPATCH SERVICES AGREEMENT

WHEREAS, the City of Parker is authorized by state law to execute an interlocal agreement for Police Dispatch Service with Collin County;

WHEREAS, the City of Parker finds it necessary to have Police Dispatch Service for the health and protection of its Residents and their property;

WHEREAS, Collin County's Sheriff's Office is an official State of Texas recognized and authorized agency to provide Police Dispatch Services, and the City of Parker does not provide such Services;

WHEREAS, The City of Parker has budgeted sufficient funds to make the required payments;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS:

SECTION 1. The Parker City Council does authorize the Mayor to enter into an agreement with Collin County for Police Dispatch Services in substantially the form attached hereto for all purposes.

SECTION 2. That this resolution shall be effective upon its passage.

APPROVED AND ADOPTED this 17th day of August, 2010.

CITY OF PARKER COLLIN COUNTY, TEXAS

APPROVED:

Joe Cordina, Mayor

ATTEST:

Carrie L. Smith, City Secretary

APPROVED AS TO FORM:

James E. Shepherd, City Attorney