

## **INTERLOCAL DISPATCH SERVICES AGREEMENT**

This agreement is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the Town of Fairview (the "Town") 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 communication facilities used in dispatching its law enforcement and emergency service personnel.
2. The Town 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 Town's jurisdiction and to dispatch the Town's law enforcement personnel in response to such calls.

**HOSTING SERVICES.** The term "Hosting Services" means the County will store the Town's data as it relates to dispatch services.

### **SECTION 2. TERM**

**2.01 TERM.** The term of this agreement shall commence on October 1, 2017, and shall continue in full force and effect through September 30, 2018.

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

### **SECTION 3. SERVICES**

**3.01** The County agrees to provide dispatch services through the Sheriff's Office to the Town in the same manner and under the same work schedule as such services

**3.06 VPN Agreement.** For each user the Town is required to complete and return **Attachment (A), Connection Policy and Agreement Form for the Virtual Private Network (VPN)** and return to County to the address in 9.02 item (C). No access will be given to user unless County has received a VPN Agreement.

**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 FY2018 in the amount of \$79,188.86 shall be paid by the Town in quarterly installments of \$19,797.22 during the term hereof. This amount is based upon the prior year call volume at the rate of \$6.68 per radio incident and 13% of the salary cost of four Dispatch Salaries.

**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, as liquidated damages to cover the County's anticipated costs for staffing and equipment to provide services hereunder.

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

**SECTION 6. CIVIL LIABILITY**

**6.01** Any civil liability relating to the furnishing of services under this agreement shall be the responsibility of the Town. The parties agree that the County shall be acting as agent for the Town in performing the services contemplated by this agreement.

(B) If to the Town, to:

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372 Town Place

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Fairview, TX 75069

(C) Collin County, Virtual Private Network (VPN) to:  
Information Technology Department  
2300 Bloomdale #3198  
McKinney, Texas 75071

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 Town shall be provided by the Town 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.

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

"COUNTY"

COLLIN COUNTY, TEXAS

BY: *[Signature]*

TITLE: County Judge

DATE: 11/13/17

"TOWN"

Judge Couch

BY: *[Signature]*

TITLE: Town Manager

DATE: 10/4/17

## **Attachment "A"**

### **Law Enforcement Officers remote connectivity Policy and Agreement Form**

#### **Virtual Private Network (VPN)**

##### **1.0 Purpose**

The purpose of this document is to provide the framework for granting remote access to Collin County services/equipment through a Virtual Private Network (VPN) so that an Authorized Party of a law enforcement agency (Agency) may access its data hosted on Collin County's network.

##### **2.0 Scope**

This policy applies to all Law Enforcement Officers utilizing VPN to access the Collin County network (such persons referred to herein as "Authorized Parties"). This policy applies to all Collin County VPN implementations.

##### **3.0 Policy**

Authorized parties may utilize the benefits of VPN, which are a "user managed" service. This means that the Authorized party is responsible for selecting an Internet Service Provider (ISP), coordinating installation, installing any required software, and paying associated fees as may be required to access the VPN.

Additionally,

1. It is the responsibility of the Authorized Party to ensure that unauthorized users are not allowed access to Collin County internal networks. User accounts and passwords are NOT to be shared with anyone.
2. Authorized Parties and the Collin County employees sponsoring the request for VPN are responsible for defining what services/equipment/software the Authorized Parties need access to. Access will be restricted to only those defined objects. Attempting to connect or access any service/device not defined will be considered a violation of the Collin County VPN policy and will be reported to the Authorized Party's agency
3. The Authorized Parties and the Collin County employees sponsoring the VPN request are also responsible for defining the time scope that the VPN account will be active. All accounts are setup with an expiration date not to exceed 6 months, unless otherwise authorized to be a longer timeframe or permanent by the County.
4. VPN use is to be controlled using either a one-time password authentication such as a token device or a public/private key system with a strong pass phrase.
5. When actively connected to the county network, the VPN will force all traffic to and from the remote PC over the VPN tunnel; all other traffic will be dropped.
6. Dual (split) tunneling is NOT permitted; only one network connection is allowed.
7. VPN gateways will be established and managed by Collin County Information Technology Department.
8. All computers connected to Collin County internal networks via VPN or any other technology must use the most up-to-date anti-virus software from a reputable IT agency; this includes personal computers.
9. All Authorized Parties connecting to the Collin County internal networks via VPN or any other technology must keep their systems up to date with the latest security patches for their operating system and applications installed on their connecting systems.
10. Authorized Parties may be automatically disconnected from Collin County's network after sixty minutes of inactivity. The user must then logon again to reconnect to the network.
11. Authorized Parties that are not Collin County owned equipment must comply with the Collin County acceptable use policy when accessing the Internet while connected through the VPN.
12. Only approved VPN clients may be used.
13. Upon termination of a contract from Collin County, or at the request of the Collin County staff, the Authorized Party must uninstall the VPN connection from the Authorized Party's computer.
14. Agency expressly agrees to notify the County of staffing changes involving an Authorized Party with access to the County's network within 24 hours or next business day.

15. After six months of expired inactivity, Active Directory and VPN accounts of an Authorized Party will be permanently deleted, unless otherwise approved by the County.
16. Accounts will be locked out after a certain number of failed attempts.
17. Authorized Parties who have lost their password will have to contact their sponsoring agency to request a password reset. The sponsoring agency will then contact Collin County IT to reset the password for the VPN user. The sponsoring agency is the Sheriff's Office.
18. It is the responsibility of the Authorized Party to install, configure, setup and support any issues with their systems to connect to Collin County based on the information provided to them.
19. Authorized Parties connect at their own risk and Collin County is not responsible for any damages that they may incur from connecting through the VPN to Collin County
20. Prior to acquiring VPN access all Authorized Parties will be required to pass a background check unless otherwise approved by the County.
21. If the County migrates to a new network connection technology it is the responsibility of the Agency to budget and obtain any required technology upgrade in order to maintain their network connection to the County. The Agency will be provided advance notification for this change.

#### **4.0 Granting Access**

To obtain access via VPN, the Agency and Authorized Party must be sponsored by a party currently employed at Collin County and IT must agree this access is needed for the Collin County information systems. The Agency and Authorized Party must sign this form agreeing to protect the security of the Collin County network. For external Authorized Parties, the Request for VPN Access must be signed and approved by the Manager who is responsible for the external Authorized Party's use. VPN expiration will be based on the contract length unless further time is requested by Collin County Management. The initial setup and testing will be performed during normal operating hours, Monday – Friday, 8 am – 5 pm, and requires a minimal of two weeks' notice to schedule.

#### **5.0 Enforcement**

Collin County Information Technology Department may actively monitor the VPN concentrator for any suspicious and inappropriate activity. Any Authorized Party found to have violated any part of this policy may have their VPN access terminated immediately.

#### **6.0 Liability**

Agency expressly agrees that they shall be liable for any and all damages, including but not limited to actual, consequential, or incidental damages, for disruptions caused by their negligence or intentional misconduct, including that caused by their Authorized Parties, to the County's services/equipment resulting from or related to Agency's connection to the County's networks.

Unauthorized access or use is prohibited and will be prosecuted to the fullest extent. Anyone using this system expressly consents to monitoring and is advised that if such monitoring reveals possible evidence of criminal activity system personnel may provide the evidence of such monitoring to law enforcement officials. Anyone using the system connects at their own risk and assumes all responsibilities for any possible damage to their own equipment.

#### **7.0 Definitions**

<b>Term</b>	<b>Definition</b>
VPN	Virtual Private Network. An extension of Collin County's internal private network.
VPN Concentrator	Physical device that manages VPN connections.
VPN Client	Remote computer with VPN software utilizing VPN services.
Agency Management	Person in Agency company that can take responsibility for the liability clause of this document.

<b>Dual (split) tunneling</b>	<b>When utilizing VPN, a connection (tunnel) is created to Collin County's network utilizing the Internet. Dual split tunneling allows for this connection as well as a secondary connection to another source. This technology is NOT supported when utilizing Collin County's VPN.</b>
<b>User</b>	<b>Employee, Agency, contractor, consultant, temporaries, customers, government agencies, etc.</b>
<b>Sponsoring Party</b>	<b>Collin County employee requesting access for a non-employee user to have access to Collin County services/equipment through the VPN. The employee may be someone in IT.</b>

Agency Management's Signature (if applicable)

Printed Name: GRANTER TOLLIVER Signature: *Grant Tolliver*

E-Mail Address: ~~GTOLLIVER@FAIRVIEWTXNS.DIG~~ Phone: 972-886-4211 Date: 10-9-17

VPN Users Signature

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Phone: \_\_\_\_\_ Date: \_\_\_\_\_

Sponsoring Party's Signature

Printed Name: Jim Skinner Signature: *Jim Skinner*

E-Mail Address: \_\_\_\_\_ Phone: 5108 Date: 10/30/2017

sheriffskinner@co.collin.tx.us

Return form to:

Caren Skipworth  
2300 Bloomdale #3198  
McKinney, Texas 75071