

## **INTERLOCAL DISPATCH SERVICES AGREEMENT**

This agreement is entered into on the   7   day of   October  , 2019, by and between the City of Josephine (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 communication 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.

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

### **SECTION 2. TERM**

**2.01 TERM.** The term of this agreement shall commence on October 1, 2019 and shall continue in full force and effect through September 30, 2020. This agreement may be renewed for an additional one (1) year period at the rates established and agreed upon by both parties.

**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 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.

**3.02 Hosting Services.** The County agrees to provide Hosting Services to the City and that it will provide 95% uptime availability of the service as covered herein.

**3.03 Scheduled Maintenance:** The City hereby acknowledges that the County may, from time to time, perform maintenance service on the County network, with or without notice to the City, which may result in the unavailability of the County network. Emergency maintenance and maintenance for which the County has not given the City notice in accordance with this Agreement shall not be deemed scheduled maintenance for purposes of this Agreement. The County will make every effort to notify the City prior to scheduled maintenance. Notice may be given in various forms including but not limited to email notice and/or phone call.

**3.04 Hosted Data Ownership.** The City shall have sole ownership of the City's hosted data and the County shall make no claim to ownership of City's hosted data.

**3.05 Hosted Data Back Up.** The County will back up the City's hosted data on a daily basis. All data backups will meet Criminal Justice Information Systems (CJIS) requirements. Every effort is made to ensure the reliability of the backed up data in the event that it would be necessary to restore a database. The County, however, makes no guaranties that the backed up database will be error free. Upon request, the County will provide to the City a current database backup that can be restored to an alternate location to verify the contents and confirm the quality of the backup. All services required to provide the City's data and/or verify data will be provided in accordance with the County's current rates.

**3.06 Remote Access Agreement.** For each user the City is required to complete and return **Attachment (A)**, Connection Policy and Agreement Form for remote access and return to County to the address in 9.02 item (C). No access will be given to user unless County has received a Remote Access 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 FY2020 in the amount of \$25,675.80 shall be paid by the City in quarterly installments of \$6,418.95 during the term hereof. The fees will be based on the fee schedule formulas adopted by Commissioners' Court on August 6, 2018 (Court Order No. 2018-628-08-06). In addition to the fee schedule, each radio registered on the system will be assessed an annual connection fee by Plano, Allen, Wylie, Murphy (PAWM) operators for access to their system. In FY2020, the fee will be \$108 per radio and may be updated annually by PAWM.

**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 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**

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

6.02 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 services rendered to the City pursuant to the terms of this agreement or in any way connected with the rendering of said services, except when the same shall arise because of the willful misconduct or culpable negligence of the County, and the County is adjudged to be guilty of willful misconduct or culpable negligence by a court of competent jurisdiction.

**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) Collin County, to:  
Purchasing Department  
2300 Bloomdale #3160  
McKinney, Texas 75071

(B) Collin County Administrator, to:  
Bill Bilyeu  
2300 Bloomdale #4192  
McKinney, Texas 75071

(C) If to the City, to:

City of Josephine, Chief of Police  
P.O. Box 99  
201 S. Main Street  
Josephine, TX 75164

(D) Collin County, Remote Access 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 City shall be provided by the City to the County Judge of Collin County as follows:

The Honorable Chris Hill  
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.

**SECTION 13. 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.

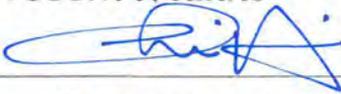
**SECTION 14. PRIOR AGREEMENTS SUPERSEDED**

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

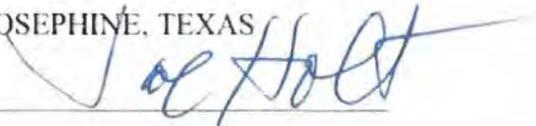
BY: 

TITLE: COUNTY JUDGE

DATE: 9 OCTOBER 2019

“CITY”

CITY OF JOSEPHINE, TEXAS

BY: 

TITLE: MAYOR

DATE: 9-16-19

ATTACHMENT A

7.0 Definitions

Term	Definition
REMOTE ACCESS	An extension of Collin County's internal private network.
REMOTE ACCESS Concentrator	Physical device that manages REMOTE ACCESS connections.
REMOTE ACCESS Client	Remote computer with REMOTE ACCESS software utilizing REMOTE ACCESS services.
Agency Management	Person in Agency company that can take responsibility for the liability clause of this document.
User	Employee, Agency, contractor, consultant, temporaries, customers, government agencies, etc.
Sponsoring Party	Collin County employee requesting access for a non-employee user to have access to Collin County services/equipment through the REMOTE ACCESS. The employee may be someone in IT.

Agency Management's Signature (if applicable)

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

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

Remote Access Users Signature

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

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

Sponsoring Party's Signature

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

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

Return form to:

Caren Skipworth  
2300 Bloomdale #3198  
McKinney, Texas 75071

## ATTACHMENT B

### MOTOROLA ASTRO 25 P25 RADIO SYSTEM

#### TERMS OF USE

- 1) All radios that use Collin County Radio System as their primary radio system are required to be equipped with and operate P25 Phase II Technology.
- 2) Telephone Interconnect and Private Call features are not enabled on the Collin County Radio System.
- 3) The participating department will notify Commander Palmisano of any radio (Mobile or Portable) that is misplaced, stolen, or lost. Those radios will de-active the ID immediately.
- 4) All subscriber radios that roam between Collin County's simulcast cell and the Joint Radio System's simulcast system (PAWM) will be required to use long antennas on their portable radios.
- 5) The Collin County Radio System coverage is based on portable radios with long antennas. Use of short antennas is highly discouraged on the Collin County Radio System as it will affect coverage inside buildings and on the street in some locations. Digital radio systems DO NOT offer coverage if the signal falls below an acceptable level.
- 6) Radio programming is only authorized by specific radio programmers. Unauthorized programming on the Collin County Radio System will result in immediate removal of said radio(s) and in some cases criminal charges. Cloning of radios and ID's are not allowed.

#### AUTHORIZED PROGRAMMERS *(This list may be modified at any time during this agreement)*

- 1) Plano Radio Shop (City of Plano)
  - 2) Frisco Radio Shop (City of Frisco)
  - 3) McKinney Radio Shop (City of McKinney)
  - 4) Crosspoint Communications
  - 5) Fort Worth Radio Shop (City of Fort Worth)
  - 6) Dallas Radio Shop (City of Dallas)
  - 7) Harris Corp (Irving Shop only)
  - 8) Garland Radio Shop (City of Garland)
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- 7) Each department is required to keep an accurate inventory of their radios. Alias for each radio need to be provided to Commander Palmisano anytime a radio's assignment changes, or it is issued to another Officer. This information will be updated ASAP in the Dispatch Radio Consoles. Notifications will also include radio that is no longer used; these radio ID's will be shut off.
  - 8) It is the department's responsibility to remove all programming from a radio that is sold or given to anyone outside of their department. Command Palmisano must be notified before the radio changes ownership.
  - 9) Anytime an emergency button is accidentally activated, it is the responsibility of the officer to let Dispatch know that the activation was a mistake.

FY 2020 Adopted Radio Cost (excluding FD)

	PD Radios	PAWM	PAWM	Collin County	Grand
Outside Agency	as of 04/01/19	Fee per Radio	Cost	Radio/Dispatch Fee	Total
Anna	27	\$ 108.00	\$ 2,916.00	\$ 93,370.65	\$ 96,286.65
Anna ISD	3	\$ 108.00	\$ 324.00	\$ 5,670.50	\$ 5,994.50
Celina	48	\$ 108.00	\$ 5,184.00	\$ 123,687.22	\$ 128,871.22
Celina ISD	2	\$ 108.00	\$ 216.00	\$ 3,898.62	\$ 4,114.62
Community ISD	3	\$ 108.00	\$ 324.00	\$ 5,122.08	\$ 5,446.08
Fairview	41	\$ 108.00	\$ 4,428.00	\$ 111,101.24	\$ 115,529.24
Famersville	22	\$ 108.00	\$ 2,376.00	\$ 63,246.41	\$ 65,622.41
Farmersville ISD	6	\$ 108.00	\$ 648.00	\$ 10,760.32	\$ 11,408.32
Josephine	8	\$ 108.00	\$ 864.00	\$ 25,675.80	\$ 26,539.80
Lavon	14	\$ 108.00	\$ 1,512.00	\$ 42,861.28	\$ 44,373.28
Melissa	25	\$ 108.00	\$ 2,700.00	\$ 85,493.27	\$ 88,193.27
Melissa ISD	3	\$ 108.00	\$ 324.00	\$ 5,208.11	\$ 5,532.11
Princeton	38	\$ 108.00	\$ 4,104.00	\$ 133,798.20	\$ 137,902.20
Outside Agency Total	240	\$ 108.00	\$ 25,920.00	\$ 709,893.71	\$ 735,813.71
Collin County	1,068	\$ 108.00	\$ 115,344.00	\$ 2,935,668.73	\$ 3,051,012.73