

INTERLOCAL DISPATCH SERVICES AGREEMENT

This agreement is entered into on the 27th day of August, 2013, by and between the City of Melissa (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.

SECTION 2. TERM

2.01 TERM. The term of this agreement shall commence on the 1st day of October, 2013, and shall continue in full force and effect through September 30, 2014.

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.

For each user the City is required to complete and return **Attachment (A)**, Connection Policy and Agreement Form for the Virtual Private Network (VPN).

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 FY2014 in the amount of \$25,397.36 shall be paid by the City in quarterly installments of \$6,349.34. 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 City. The parties agree that the County shall be acting as agent for the City in performing the services contemplated by this agreement.

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, Dispatch Services to:
Purchasing Department
2300 Bloomdale #3160
McKinney, Texas 75071
- (B) If to the City, to:
Jason Little, City Manager
City of Melissa
3411 Barker Avenue
Melissa, Texas 75454
- (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 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.

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.

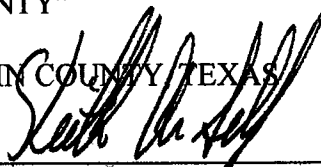
SECTION 14. PRIOR AGREEMENTS SUPERSEDED

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”

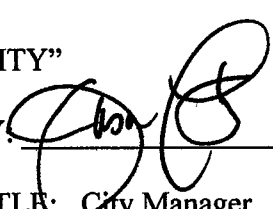
COLLIN COUNTY TEXAS

BY: 

TITLE: County Judge

DATE: 8/27/13

“CITY”

BY: 

TITLE: City Manager

DATE: 8/27/13

Attachment "A"

Connection 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).

2.0 Scope

This policy applies to Collin County employees, contractors, government agencies, consultants, temporaries, and other workers including all personnel affiliated with third parties utilizing VPN to access the Collin County network. This policy applies to all Collin County VPN implementations.

3.0 Policy

Authorized parties (Collin County employees, customers, vendors, government agencies, etc.) may utilize the benefits of VPN, which are a "user managed" service. This means that the user is responsible for selecting an Internet Service Provider (ISP), coordinating installation, installing any required software, and paying associated fees.

Additionally,

1. It is the responsibility of the user with VPN privileges 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 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.
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 Infrastructure 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 vendor; this includes personal computers. The anti-virus software must be updated with the latest definition files from that vendor.
9. All users 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. VPN users 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. Users of computers 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 user must uninstall the VPN connection from their computer.
14. Vendors expressly agree to notify the County of staffing changes involving employees or subcontractors with access to the County's network within 24 hours or next business day.
15. Customer and vendor accounts will only operate in a defined date range. They will only be operable during project implementation, on an as needed basis, or per the County contractually agreement for remote support. Remote support will only be activated by calling Collin County and requesting access to the VPN. This request must include an end date when remote support will no longer be needed. After those events have been completed the VPN accounts will be disabled.

16. After six months of expired inactivity, Active Directory and VPN accounts will be permanently deleted, unless otherwise approved by the County.
17. Accounts may be locked out after a certain number of failed attempts.
18. VPN users who have lost their password will have to contact their sponsoring parties to request a password reset. The sponsoring party will then contact Collin County IT to reset the password for the VPN user.
19. It is the responsibility of the user with VPN privileges to install, configure and setup their systems to connect to Collin County based on the information provided to them.
20. Users 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
21. Prior to acquiring VPN access all users will be required to pass a background check unless otherwise approved by the County.
22. If the County migrates to a new network connection technology it is the responsibility of the vendor or agency to budget and obtain any required technology upgrade in order to maintain their network connection to the County. The vendor or agency will be provided advance notification for this change.

4.0 Granting Access

To obtain access via VPN, the vendor/Agency/User 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 vendor/agency/user must sign this form agreeing to protect the security of the Collin County network. For external Collin County VPN users, the Request for VPN Access must be signed and approved by the Manager who is responsible for the external user. 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 or two weeks' notice to schedule.

5.0 Enforcement

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

6.0 Liability

Vendor 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 to the County's services/equipment resulting from or related to Vendor's connection to the County's networks. Vendor also expressly agrees to notify the County of staffing changes involving employees with access to the County's network within 24 hours.

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

Term	Definition
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.
Vendor Management	Person in vendor company that can take responsibility for the liability clause of this document.
Dual (split) tunneling	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.
User	Employee, vendor, 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 VPN. The employee may be someone in IT.

Vendor Management's Signature (if applicable)

Printed Name: Duane Smith Signature: *Duane Smith*

E-Mail Address: dsmith@cityofmelissa.com Phone: 972-838-2033 Date: 6-27-2013

VPN 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