

## INTERLOCAL DISPATCH SERVICES AGREEMENT

This agreement is entered into on the 29 day of June, 2015, 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 County will no longer be providing dispatch services after September 30, 2019.
3. 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 October 1, 2015, and shall continue in full force and effect through September 30, 2016.

**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 FY2016 in the amount of \$41,502.84 shall be paid by the City in quarterly installments of \$10,375.71. 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:  
Linda Bannister  
City Secretary  
3411 Barker Ave  
Melissa, TX 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.

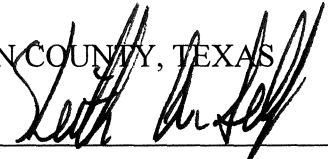
**SECTION 14. PRIOR AGREEMENTS SUPERSEDED**

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”

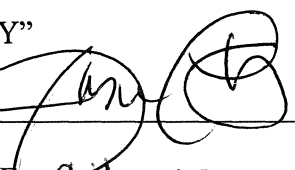
COLLIN COUNTY, TEXAS

BY: 

TITLE: County Judge

DATE: 9/29/15

“CITY”

BY: 

TITLE: City Manager

DATE: 6/29/15