

## INTERLOCAL DISPATCH SERVICES AGREEMENT

This agreement is entered into on the 11 day of October, 2021, by and between the Melissa ISD (the "School") 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 School 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 School's jurisdiction and to dispatch the School's law enforcement personnel in response to such calls.

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

### SECTION 2. TERM

**2.01 TERM.** The term of this agreement shall commence on October 1, 2021 and shall continue in full force and effect through September 30, 2022. This agreement may be renewed for additional one (1) year periods 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 School 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 School and that it will provide 95% uptime availability of the service as covered herein.

**3.03 Scheduled Maintenance:** The School hereby acknowledges that the County may, from time to time, perform maintenance service on the County network, with or without notice to the School, which may result in the unavailability of the County network. Emergency maintenance and maintenance for which the County has not given the School 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 School 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 School shall have sole ownership of the School's hosted data and the County shall make no claim to ownership of School's hosted data.

**3.05 Hosted Data Back Up.** The County will back up the School'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 School 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 School'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 School 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 FY2022 in the amount of \$6,817.00 shall be paid by the School in quarterly installments of \$1,704.25 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 FY2022, 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 School agrees that payments that it is required to make under this agreement shall be made out of the School'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 School. The parties agree that the County shall be acting as agent for the School in performing the services contemplated by this agreement.

6.02 The School 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 School 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 School, to:

Melissa ISD Police  
3030 Milrany  
Melissa, Tx. 75154

- (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 School shall be provided by the School 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 School 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.

**SECTION 15. FORCE MAJEURE**

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use

diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

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: 10-12-21

"SCHOOL"

Melissa ISD

BY: 

TITLE: Chief of Police

DATE: 9/15/21



## ATTACHMENT A

### **Collin County External Law Enforcement and Fire Department Remote Connectivity Policy and Agreement Form**

#### **Remote Access Agreement**

##### **1.0 Purpose**

The purpose of this document is to provide the framework for granting REMOTE ACCESS to Collin County services/equipment through REMOTE ACCESS so that an Authorized Party of a law enforcement agency or a fire department external to Collin County government may access its justice data hosted on Collin County's network.

##### **2.0 Scope**

This policy applies to all Law Enforcement and Fire Department personal external to Collin County government utilizing REMOTE ACCESS to access the Collin County network for justice data (such persons referred to herein as "Authorized Parties").

##### **3.0 Policy**

Authorized parties may utilize the benefits of REMOTE ACCESS, 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 REMOTE ACCESS.

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 REMOTE ACCESS 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 REMOTE ACCESS policy and will be reported to the Authorized Party's agency.
3. The Authorized Parties and the Collin County employees sponsoring the REMOTE ACCESS request are also responsible for defining the time scope that the REMOTE ACCESS 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. REMOTE ACCESS use is to be controlled using public/private key system with a strong pass phrase and a second factor such as a token device or a dynamically generated passcode.
5. REMOTE ACCESS gateways will be established and managed by Collin County Information Technology Department.
6. All computers connected to Collin County internal networks via REMOTE ACCESS or any other technology must use the most up-to-date anti-virus software from a reputable IT agency; this includes personal computers.
7. All Authorized Parties connecting to the Collin County internal networks via REMOTE ACCESS 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. All systems using REMOTE ACCESS connections to Collin County must comply with Microsoft's Product Lifecycle chart and use only currently supporting and fully patched operating systems.
8. 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.
9. Only approved REMOTE ACCESS clients may be used.
10. Upon termination of a contract from Collin County, or at the request of the Collin County staff, the Authorized Party must uninstall the REMOTE ACCESS connection from the Authorized Party's computer.
11. Agency expressly agrees to notify the County of staffing changes involving an Authorized Party with access to

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: Kelly Davidson Signature: 

E-Mail Address: kdavidson@melissaids.org Phone: 972-837-2077 Date: 9/15/21

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

RECEIVED  
PURCHASING AGENT

21 SEP 20 PM 12:00