

FIRST AMENDMENT TO THE AND RESTATED INTERLOCAL AGREEMENT

BETWEEN THE CITY OF DENTON AND THE TOWN OF LITTLE ELM

FOR PUBLIC SAFETY EMERGENCY DISPATCH/9-1-1 CENTER SUPPORT SERVICES

THIS FIRST AMENDMENT TO THE AND RESTATED INTERLOCAL AGREEMENT (“First Amendment”)(this “Agreement”) is made and entered into by and between the City of Denton, a Texas home-rule municipal corporation (“Denton”) and the Town of Little Elm, a Texas home-rule municipal corporation (“Little Elm”), acting herein through their duly authorized agents, officers, and employees. Denton and Little Elm are sometimes referred to herein individually as “Party” and collectively as the “Parties.”

WHEREAS, the Parties entered into an Interlocal Agreement for Denton to provide Public Safety Emergency Dispatch/9-1-1 services to Little Elm, which was approved by the Denton City Council by Ordinance 20-1867, effective September 15, 2020 (“Interlocal Agreement” or “Agreement”).

~~WHEREAS, this Agreement.~~ THIS First Amendment is being entered into pursuant to the Interlocal Cooperation Act, V.T.C.A, Government Code, Section 791.001, et seq. (the “Act”) which authorizes units of local government to contract with one or more units of local government to perform governmental functions and services; and

WHEREAS, Denton and Little Elm are both local governments as defined by Section 791.003(a) of the Act engaged in the provision of governmental functions and services to their citizens, and

WHEREAS, Denton and Little Elm are interested in the provision of the governmental functions and services of providing the equipment and personnel to provide 9-1-1 call answering, processing and dispatching services through Public Safety Emergency Dispatch Centers/9-1-1 Public Safety Answering Points Support Services (“PSAP Services”); and

WHEREAS, Denton provides PSAP Services to the citizens of Denton and has the capacity to service other municipalities; and

WHEREAS, Little Elm has investigated and determined that it would be advantageous, efficient, and beneficial to Little Elm and its inhabitants to have Denton provide PSAP Services to Little Elm; and

WHEREAS, Little Elm desires to engage Denton, and Denton desires to be engaged by Little Elm, to provide PSAP Services as set forth in this First Amendment Agreement; and

WHEREAS, the governing bodies of Denton and Little Elm desire to foster good will and cooperation between the two entities; and

WHEREAS, Denton and Little Elm find that the compensation to be paid herein is in an amount that fairly compensates the performing Party for the services or functions provided herein; and

WHEREAS, Denton and Little Elm deem it to be in the best interest of both entities to enter into this First Amendment amending the compensation terms set forth in Section 6 - Funding, — and Section 12.176 – Amendments, —of the original Interlocal Agreement and references related thereto; Agreement;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, DENTON AND LITTLE ELM AGREE AS FOLLOWS:

1.0 PURPOSE: The purpose of this Agreement is to establish the terms under which Denton will provide PSAP Services to Little Elm and the compensation that Little Elm will pay to Denton for said services. This Agreement provides for the following objectives of the Parties:

To promote the health, safety and general welfare of the citizens throughout Denton and Little Elm. The Parties wish to continually improve procedural efficiency and technical capabilities of emergency call taking, emergency call processing, and all emergency response communications.

To save lives by improved call processing time which reduces response times to emergency incidents.

To improve safety to emergency responders.

To effectively receive calls for routine and emergency assistance, and coordinate response resources to those calls for service based on the needs of the caller and the direction of field response agencies.

To provide all participating agencies with a single contact point for the notification of emergencies and receipt of emergency assistance requests, and for the control of coordinated dispatch for law enforcement, fire, ~~and~~ EMS and animal services.

To bring about increased efficiencies and coordination of communications and emergency response services, including the use of the National Incident Management System. These communications improvements are intended to impact emergency response for all types of scenarios that are generally broken into three categories:

- A) Emergencies that occur daily in the community: those "typical" crimes, fires, and medical emergencies.
- B) Local, small scale disasters, such as a school bus accident.
- C) Large scale and/or national level disasters, such as terrorist attacks or natural disasters.

To provide the public and field response agencies with highly trained, certified and/or credentialed 9-1-1 employees who strive to provide the best service possible to all parties involved.

To set the goals of 1) meeting NFPA's 1221 standards, 2) meeting International Association of Emergency Dispatch (IAED) standards for Accreditation and attaining this accreditation, 3) meeting CALEA's Standards for Public Safety Communications Agencies and attaining CALEA accreditation 4) meeting Texas Police Chief Association accreditation.

To provide funding to ensure the appropriate level of service by establishing funding mechanisms and defining the budget process.

To provide for operational feedback from a "Public Safety Communications Work Group" of emergency response leaders.

To ensure accountability to the field response agencies by creating User Groups which provide feedback to the Public Safety Communications Work Group.

2.0 CITY OF DENTON PUBLIC SAFETY COMMUNICATIONS: Denton shall provide PSAP Services to Little Elm consisting of call answering, processing, and dispatching for emergency and non-emergency police, fire, rescue, and EMS calls, through the Denton Public Safety Communications Center ("Communications Center") in the same manner and under the same work schedule as such PSAP Services are provided for

Denton emergency and non-emergency calls. Denton owns, maintains, and operates the Communications Center, and the Denton Public Safety Communications Division Manager and all employees of the Communications Center are Denton employees, subject to all Denton policies and procedures.

2.1. Provision of emergency and non-emergency call answering, processing, and dispatch service by Denton. The emergency and non-emergency call answering, processing, and dispatch services provided by Denton shall include the following:

A. Provide 24-hour a day answering of all emergency 9-1-1 and police non-emergency calls originating within the corporate boundaries of Little Elm or other areas served by the Little Elm Police & Fire Departments; implement and utilize call-out procedures for emergencies and non-emergencies, and forward messages, utilizing reasonable telephone answering procedures. All emergency calls shall be answered within ten (10) seconds at least ninety-five percent (95%) of the time. Recordings of all aspects of each call received for Little Elm (including phone call, out bound phone calls and any and all radio traffic related to the call) shall be made available as soon as a qualified person is available to provide recordings, unless an emergency exists, to Little Elm upon written request for such recording by Little Elm. Additionally, Denton shall provide Little Elm with call answering performance metrics, call volume, and any other requested reports on an annual basis, or on a monthly basis upon written request by Little Elm.

B. Provide 24-hour a day dispatching for Little Elm Police & Fire Departments, and emergency notification of Little Elm Public Works as requested by Little Elm. The performance standard for call handling will be procedurally and operationally consistent with contemporary industry recognized standards; as determined by the Association of Public Safety Communications Officials ("APCO") or National Emergency Number Association ("NENA"). Denton agrees to proactively review and take reasonable steps to correct any operational practices in the Communications Center that increase average dispatch times to levels exceeding industry standards, or standards agreed to by the Parties, and provide notice of the issue and corrective actions taken to the Public Safety Communications Work Group.

C. Maintain operation of radio and computer communications with Little Elm, utilizing dispatching procedures based on feedback or recommendations from the Public Safety Communications Work Group. Any proposed changes or additions to the radio channel or talk group used by Little Elm or Denton shall be based on feedback or recommendations from the Public Safety Communications Work Group.

D. City of Denton will use reasonable efforts to maintain the following minimum employee staffing levels to provide the PSAP Services:

- Staff at least one (1) telecommunicator to work the Little Elm Fire channel and one (1) telecommunicator to work the Little Elm Police channel in order to provide dispatch services at all times, posting necessary overtime positions as needed to provide that coverage. However, in the event that temporary staffing reductions caused by an emergency situation prevent such minimum staffing, Denton shall notify Little Elm's primary contact of any circumstances

when such minimum staffing level will not be met and the expected duration of any such circumstances, and will collaborate with Little Elm on dispatching procedures during that time. If an emergency situation occurs requiring staffing reductions for a continuous 12-week duration so that there is fifty percent (50%) or less availability of two (2) telecommunicators during that period, Little Elm shall receive a reimbursement amount back based on the portion of time the telecommunicators are unavailable. If an emergency situation occurs requiring Little Elm staffing requirements to exceed the allotted two dispatchers in excess of a continuous 12-week duration, Little Elm shall reimburse Denton based on the portion of time the additional telecommunicators are available. Little Elm shall be responsible for seeking Federal Emergency Management Agency (FEMA) reimbursement for qualifying events.

E. Provide and continuously update training to all Denton employees providing PSAP Services.

F. Little Elm has primary responsibility for activation of its community warning notification system. If needed as a backup [and the appropriate access and equipment is provided by Little Elm,](#) Denton can provide warning notification to the Little Elm community and residents, including without limitation, activating community warning sirens and reverse notification calls (e.g. Code Red), as requested by Little Elm and in accordance with Little Elm policies and procedures and only at the direction of the Little Elm Police Chief, Fire Chief or designee. However, Little Elm shall be responsible for providing the exact wording of the emergency message to be delivered, and for all costs associated with the purchase and installation, maintenance and/or relocation of any equipment necessary to activate Little Elm's community warning sirens.

G. Maintain a call logging and recording system of all Little Elm emergency and non-emergency calls, and, upon written request, provide copies to Little Elm. Denton currently holds three (3) years of recordings. Denton makes no guarantees that data or backed up data will be error free. If Little Elm desires to provide its own recording equipment for its data in the Communications Center, Denton and Little Elm will cooperate to provide Little Elm reasonable access to install and retrieve such equipment and data.

H. Assist Little Elm, including cooperating with representatives and assessors with Little Elm Police and Fire/EMS performance metrics, and taking any other appropriate action, to ensure Little Elm receives any information necessary to satisfy the applicable agency's professional accreditation or certification processes. It is understood, however, that Denton's obligations in this regard are related solely to the telecommunications requirements of such accreditations.

I. The Communications Center shall maintain entries into the TLETS/NLETS System, including, without limitation, the following activities:

- Assist and cooperate with all audits of the NCIC/TCIC program files and operations;
- Inquire, enter, locate, cancel and clear entries in the TLETS/NLETS system as requested by Little Elm.
- Update and validate, on a regular basis, TCIC/NCIC data files, with information provided by Little Elm; and
- Ensure all dispatchers operate in compliance with TCIC/NCIC/TLETS/NLETS/CJIS standards.

J. Maintain and operate mutual aid dispatch services for Little Elm in accordance with the emergency response plans established by Little Elm, as well as any other public safety organizations; provided, however, that Denton's obligations in this regard are limited to monitoring, dispatching, documenting and updating of system information, based upon data provided by Little Elm.

K. Participate in reasonable periodic training exercise programs and scenarios conducted by Little Elm, including the provision of dispatch services employees to participate in the programs and scenarios, provided that adequate notice is given and staffing limitations permit such participation. Costs associated with the attendance of dispatch service employees (including supervisory staff) at special assignments or special events will be borne by Little Elm.

L. To encourage mutual personnel interactions, Denton agrees that its dispatch personnel will accompany Little Elm officers and/or Little Elm Firefighters/EMS personnel on "ride-alongs" to become familiar with local geography and Little Elm Police and Fire/EMS Department procedures, as staffing allows. Periodic attendance at Little Elm Police or Fire Department meetings and other mutually agreed upon events is encouraged throughout the term of this Agreement.

M. Cooperate with Little Elm in the preparation of response to any subpoenas and/or Freedom of Information Act requests concerning the dispatch services, including without limitation identifying and providing copies of responsive records (including documents, call logs, call recordings). Little Elm will be responsible for completing and transmitting all responses to such subpoenas and requests.

N. Cooperate with Little Elm in the event that any litigation arises out of or is related to the services provided under this Agreement, including providing records and making employees available for depositions and testimony in accordance with service of legal process, provided that Denton does not become adverse to Little Elm in any such litigation.

O. Other than emergency and non-emergency calls for Little Elm Police, Fire, EMS, Animal Services, and after-hours Public Works notifications, Denton Communications will not handle routine administrative phone calls for City departments, to include Police and Fire Departments. Denton Communications will refer callers in such situations to the appropriate department phone number. It is recommended that Little Elm have an Interactive Voice Recorder (IVR) that provides callers options to

reach Denton Communications, as well as other Little Elm Police Department Divisions. Denton will assist with the set-up of this IVR as needed.

P. Procedures for establishing prioritization of calls shall be the responsibility of the Denton Public Safety Communications Division Manager in conjunction with Little Elm Police and Fire Departments.

2.2. Obligations of Little Elm. Little Elm agrees to perform the following in order to enable Denton to efficiently and properly fulfill its obligations under this Agreement:

- A. Provide funding to Denton in accordance with Section 6 ~~and Table 6.1~~ of this [First Amendment Agreement](#).
- B. Provide timely updated telephone lists and call out procedures.
- C. Provide timely notification of a Little Elm designee for receiving notice in the absence of the Little Elm Police Chief and/or Fire Chief.
- D. Provide work schedules, on-call schedules, training exercises and reasonable notification thereof.
- E. Provide to the Denton Public Safety Communications Division Manager, on a continuing basis to stay current, all necessary street, vehicle, apparatus and response information, as well as all necessary dispatching information unique to Little Elm.
- F. Supply its employees with all necessary, authorized equipment needed to provide communications that are compatible with Communications Center operations. Little Elm shall be responsible for maintaining such equipment.
- G. Adhere to all emergency communications protocols developed by Denton.

2.3. Parties Obligations Relating to Technology.

- A. Denton and Little Elm mutually agree that Denton shall be responsible for all technology costs and services related to maintaining the Integrated Computer System (ICS) Computer Aided Dispatch system and Higher Ground recording system to the extent that those components are physically located at the Communications Center. In addition, Denton agrees to schedule, perform, and complete any and all upgrades to the ICS servers.
- B. Little Elm shall be responsible for the procurement of all third-party software and interfaces, including updates, upgrades, and service/maintenance packs, and hardware prerequisites required for ICS upgrades to be implemented properly on all Little Elm hardware, including the mobile data terminals ("MDTs"). Little Elm will be responsible for meeting CJIS requirements on Little Elm hardware, including the MDTs, and providing for the cost of the software license and maintenance, mounting hardware, and wireless connection cards.
- C. Denton and Little Elm mutually agree that either Party may elect to add new ICS

components, or third-party components, to the ICS system if deemed compatible by Denton. Such new components added by either Party shall be at the sole cost (including, but not limited to, implementation costs, software license/maintenance costs, and any necessary software or hardware components) of the Party implementing such components. If at a later date the non-implementing Party wishes to utilize a component paid by the implementing Party, the non-implementing Party will agree to reimburse the implementing Party for a portion of the implementing costs as agreed to by the Parties.

D. Denton and Little Elm will execute all further agreements necessary for the use of technology and software to provide the PSAP Services, including but not limited to, virtual private network connection agreements. Access will not be provided to a Little Elm user that has not submitted any required agreements.

3.0 IMPLEMENTATION: The Parties agree to cooperate in the implementation of Denton providing PSAP Services to Little Elm. Implementation elements include, but are not limited to the following:

3.1 There will be involvement of the Public Safety Communications Work Group in the implementation of Denton providing PSAP Services.

3.2 All new Communications Center employees will be subject to Denton's probationary period and all Denton policies and procedures.

3.3 Individual needs and requests regarding services related to emergency service or jurisdictional communication provisions not included in Section 2.1 and Section 6.1 herein, such as administrative call-taking or other non-emergency functions ("Other Services") will be determined early in the implementation stage and will have specific protocols, training, and technology needs established and well-defined. Funding for Other Services will be paid by Little Elm as provided in Section 6.22.

3.4 The Communications Center staff time (including necessary overtime) involved in the implementation-related training of dispatchers will be borne by Little Elm. Dispatcher training course fees will be borne by Little Elm as outlined in [Section 6.1](#) However, fees for supervisory/QA/trainer courses will be paid by Denton only when employees have been selected for supervisory/QA/training position by the Denton Public Safety Communications Division Manager.

4.0 PUBLIC SAFETY COMMUNICATIONS WORK GROUP: With the execution of this Agreement, Denton establishes the "Public Safety Communications Work Group" which is an administrative multi-jurisdictional working group of Law Enforcement, Fire and EMS leaders established to provide feedback and recommendations regarding the PSAP Services provided by the Communications Center to municipalities and public entities outside of Denton.

4.1 Membership: The membership of the Public Safety Communications Work Group shall consist of the City of Denton Police Chief, Fire Chief, and Public Safety Communications Division Manager. Pursuant to this Agreement, the Little Elm Police Chief and Fire Chief are members of the Public Safety Communications Work Group during the term of this Agreement. Denton may authorize additional members from other municipalities and public entities on the Public Safety

Communications Work Group pursuant to agreements with other municipalities and public entities; however, established procedures for Denton and Little Elm will not be changed to accommodate any other municipalities or public entities added at a later time.

4.2 Responsibility and Authority: The Public Safety Communications Work Group shall have the responsibility to:

- A. Provide feedback on operational protocols, policies, and procedures for the PSAP Services provided to Little Elm and other jurisdictions;
- B. Provide feedback on issues and disputes presented to the Public Safety Communications Work Group by the User Groups or the Parties to this Agreement;
- C. Work with the Denton Public Safety Communications Division Manager on a recommended budget for the Communications Center and the annual funding contribution by Little Elm for PSAP Services by no later than March 1st for the following fiscal year beginning October 1; and
- D. Provide advocacy for both capital and operational needs of the Communications Center, and work toward funding efficiencies and grant opportunities.

4.3 Meetings of the Public Safety Communications Work Group:

- A. Any member of the Public Safety Communications Work Group may designate a representative to attend meetings in the member's place. The designee must be from the same jurisdiction and the member will ensure that the designee is knowledgeable and prepared. While so designated, the representative shall assume all rights and responsibilities of a full member. However, members themselves are expected to attend the majority of meetings.
- B. Regularly scheduled meeting of the Public Safety Communications Work Group shall be held at a minimum quarterly at such time and place as determined by mutual agreement. Special meetings may be called by the Denton Public Safety Communications Division Manager as appropriate.

5.0 USER GROUPS: Two User Groups may be established by the Public Safety Communications Work Group for the purpose of providing the opportunity for all user agencies to provide feedback and recommendations into the provision of PSAP Services to user agencies. There will be a Law Enforcement User Group and a separate Fire/EMS/Rescue/Emergency Management User Group. Membership in each group will include the Chief (or designee) of each agency which has an agreement with Denton for PSAP Services. These groups will meet at least quarterly and provide written feedback to the Public Safety Communications Work Group regarding any concerns, problems, or recommendations related to the Communication Center's performance to meet their needs.

User Group recommendations relative to service levels, staffing levels, performance standards, operational procedures and protocols or systems shall be made to the Public Safety Communications Work Group no later than February 15 of each year in order to be considered for implementation in the next budget year.

6.0 FUNDING

6.1. Little Elm, out of current revenues available, shall pay Denton annually to Denton the fiscal year total sum as provided in Table 6.1 for PSAP Services based on an analysis of actual expenditures and call volumes. Payment of the FY20-21 annual total sum shall be made by October 15, 2020 and each October 15 thereafter for the respective fiscal year total sum. The cost for PSAP Services in FY20-21 as provided in Table 6.1 is based on the anticipated dispatch call volume of 40,113 calls annually from Little Elm. In FY21-22 and beyond, the fiscal year total sum will be evaluated on a yearly basis and the compensation paid by Little Elm for PSAP Services may be increased when Little Elm dispatch call volume is twenty percent (20%) or more than the anticipated dispatch call volume as provided in this Section 6.1. The amount of such increased compensation will be calculated by multiplying the amount of Little Elm dispatch call volume in excess of 48,135 by the amount of \$19.84 (8 FTE Salary Total Cost / 40,113 projected Calls for Service). If the term of this Agreement is extended beyond FY24-25, the fiscal year total sum for year thereafter shall be increased by five percent (5%) annually. Compensation paid by Little Elm shall be as follows:

A. Personnel Costs: The fully burdened cost of eight Dispatchers including base salary, overtime, and all benefits. This will be calculated based on the average actual cost. ((Total Personnel Expenditures for Dispatchers/Number of Dispatchers) x 8).

B. Other Costs: The total actual expenditures for all non-personnel related costs for PSAP Services including, but not limited to, materials and supplies, maintenance and repair, operations, and capital as a percent of the Little Elm dispatch call volumes. (Total Non-Personnel Related Expenditures x (Little Elm Dispatch Calls/Total Dispatch Calls Received)). For the purposes of calculation dispatched call volumes shall not include self-initiated calls by Little Elm. A dispatched call shall be any call that requires a dispatcher to enter or coordinate a response.

As compensation due by Little Elm is based on actual expenditures incurred during the prior fiscal year, Denton will provide an invoice following the completion of its annual audit.

This calculation method is effective for actual costs incurred beginning for FY 2022-23. A true up will be completed by Denton to adjust, as needed, amounts paid under the previous agreement for FY 2022-23, and every FY year thereafter.

TABLE 6.1
LITTLE ELM ANTICIPATED ANNUAL FUNDING

Item-Description	Year 1- FY21	Year 2- FY22	Year 3— FY23	Year 4 FY24	Year 5 FY25
Staffing (8 FTEs) *subject to 3%— yearly increase	795,856	819,732	844,324	869,653	895,743
Staffing Overtime	34,270	35,298	36,357	37,448	38,571
Training, Licenses, small tools,— dues, connectivity	72,776	1,000	1,000	1,000	1,000
Management/Admin Fee (Risk— Mgmt., Supervisory, QA, Training coordinator)	50,000	50,000	50,000	50,000	50,000
City of Denton FTE usage	(25,000)	(25,000)	(25,000)	(25,000)	(25,000)
Contingency	77,244				
Capital Expenses—Equipment	166,152			8,000	
Total	1,171,298	881,030	906,681	941,101	960,314
5-Year Estimated Grand Total	4,860,424				

6.1.6.2. Other Services Funding: Funding of Other Services will be paid by Little Elm. Hourly labor rates for Denton staff is \$55.00 per hour for work performed between 8:00 a.m. and 5:00 p.m. on Monday through Friday and \$80.00 per hour otherwise. A service call vehicle trip charge of \$25.00 per trip will be applied. Costs associated with the provision of Other Services will be billed bi-annually.

7.0 EQUIPMENT: Equipment and furnishing for the Communications Center shall be purchased in Denton’s name and be the property of Denton. The purchase and maintenance of all equipment necessary to receive calls, radio transmissions, and data at the locations (or vehicles) of Little Elm will be the responsibility of Little Elm.

Denton and Little Elm will cooperate together with local, state and federal agencies in order to maximize interoperability and economies of scale, grant-funding, and other means to reduce costs for equipment and operations. The Public Safety Communications Work Group will develop uniform standards for a multi-jurisdictional Computer Aided Dispatch (CAD) system with expandable ports for multiple interfaces such as Records Management System (RMS), Fire Reporting, EMS Reporting and message switching for MDTs or other data-sharing interfaces.

8.0 DURATION OF AGREEMENT – Termination: This Agreement shall become effective upon execution by both Parties (the “Effective Date”) and be in effect for five (5) years from the Effective Date, unless a Party terminates in the manner described by this Agreement. After the initial five (5) year term, this Agreement shall be automatically extended for consecutive two (2) year periods unless terminated by the

Parties. In the event that any Party desires to terminate this Agreement, said Party must give 12 months' advance written notice to the other Party, and the withdrawal shall take effect only as of the beginning of the succeeding fiscal year of Denton, unless otherwise agreed between the Parties. By way of example and not in limitation, notice of termination delivered on or before October 1, 2020, equals termination on October 1, 2021. Notice of termination given after October 1, 2020, and on or before October 1, 2021, equals termination on October 1, 2022. This Agreement may also be terminated by mutual agreement of the Parties executed in writing by both Parties. Either Party may terminate this Agreement for cause after giving the other Party written notice of a breach of this Agreement if the other Party fails to cure the breach within thirty (30) days of receiving such notice.

9.0 NONEXCLUSIVITY: Denton may contract to perform services similar or identical to those specified in this Agreement for additional governmental or public entities as Denton, in its sole discretion, sees fit.

10.0 ACCEPTANCE OF RESPONSIBILITY:

10.1. Little Elm shall hold Denton free and harmless from any obligation, costs, claims, judgments, attorney's fees, attachments, and other liabilities arising from or related to the PSAP Services rendered to Little Elm pursuant to the terms of this Agreement, except when the same shall arise because of Denton's wrongful and/or negligent acts or omissions, or those of its officer, agents, or employees to the extent that liability exists.

10.2. Little Elm agrees to be responsible for its own wrongful and/or negligent acts or omissions, or those of its officer, agents, or employees to the extent that liability exists.

10.3. Pursuant to Section §791.006 of the Act, Little Elm is responsible for any civil liability that arises from the services provided by Denton. The Parties agree that Denton shall be acting as agent for Little Elm in performing the PSAP Services contemplated by this Agreement.

10.4. It is expressly understood and agreed that in the execution of this Agreement, neither Party waives, nor shall be deemed to have waived, any immunity or defense otherwise available to it against any claims arising out of the exercise of governmental powers and functions. The Parties acknowledge that they are both political subdivisions of the State of Texas and are subject to and will comply with applicable provisions of the Texas Tort Claims Act, as set out in Civil Practices and Remedies Code, Section 101.001 et seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.

10.5. Little Elm will provide Denton, to the extent reasonable and necessary, access upon apparatus and into Little Elm's facilities for the purpose of installing, inspecting, testing, operating, maintaining, repairing, upgrading, and servicing radio system equipment.

10.6. If Little Elm fails to pay any sum of money provided for in this [First Amendment Agreement](#) or fails in the performance of any other of its obligations or the observance of any other covenants under this Agreement, the City may, at its option, terminate this contract per Section 8.0.

10.7. Little Elm's participation in this Agreement is for service only from Denton and does not create any entitlement to an ownership position in the fixed assets of the Communications Center.

10.8. Within three (3) working days of receiving notice of any claim, demand, suit, or any action

made or brought against Little Elm, arising out of the activities conducted pursuant to this Agreement, Little Elm shall give written notice to Denton of such claim, demand, suit or other action. Said notice shall include: (a) the name and address of the claimant; (b) the basis of the claim, action or proceeding; (c) the court, if any, where such claim, action, or proceeding was instituted; (d) the name or names of any person or persons against whom such claim is being made.

11. NOTICE. Any notice provided or required to be given under the terms of this Agreement, must be in writing and may be served by depositing same in the United States Mail, properly addressed, postage pre-paid, registered or return receipt requested or by hand - delivery. All notices and communications concerning this Agreement to be mailed or delivered to Denton shall be sent to the address of Denton as follows, unless and until Little Elm is otherwise notified:

City Manager
City of Denton
215 E. McKinney
Denton, TX 76201

All notices and communications under this Agreement to be mailed or delivered to Little Elm shall be sent to the address of Little Elm as follows, unless and until Denton is otherwise notified:

Town Manager
Town of Little Elm
100 W. Eldorado Pkwy.
Little Elm, TX 75068

Any notices and communications required to be given in writing by one Party or the other shall be considered as having been given to the addressee on the date the notice or communication is placed in the United States Mail or hand - delivered by other means.

12. MISCELLANEOUS PROVISIONS:

~~12.1.~~ 12.1. Entire Agreement. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both Parties.

~~12.2.~~ 12.2. Governing Law and Venue. This Agreement and any of its terms, conditions or provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas. Venue for this Agreement shall lie in Denton County, Texas.

~~12.3.~~ 12.3. Legal Construction. In the event that any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

~~12.4.~~ 12.4. Severability. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain

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valid and in full force and effect to the extent possible.

~~12-5.~~ 12.5. Authorization. The undersigned officer and/ or agents of the Parties hereto are the properly authorized officials of the Party represented and have the necessary authority to execute this Agreement on behalf of the Parties hereto and each Party hereby certifies to the other that any necessary resolutions or ordinances extending said authority have been duly passed and approved and are now in full force and effect.

~~12-6.~~ 12.6. Amendments. Denton and Little Elm may amend this Agreement only by an instrument in writing and as approved by both Parties.

~~12-7.~~ 12.7. Counterparts. The Agreement may be signed in counterparts, each of which shall be deemed to be an original.

~~12-8.~~ 12.8. Waiver. Notwithstanding any provision to the contrary, Denton and Little Elm do not waive any rights or obligations it may have, either at common law or by statute, through this Agreement or any other agreement between these same Parties.

~~12-9.~~ 12.9. Assignment. This Agreement is not assignable.

~~12-10.~~ 12.10. Sovereign Immunity. The Parties agree that neither has waived its sovereign immunity by entering into and performing its obligations under this Agreement.

~~12-11.~~ 12.11. Representations. Each signatory represents this Agreement has been read by the Party for which this Agreement is executed, that each Party has had an opportunity to confer with counsel, on the matters contained herein.

~~12-12.~~ 12.12. Drafting Provisions. This Agreement shall be deemed to have been drafted equally by all Parties hereto. The language of all parts of this Agreement shall be constructed as a whole according to its fair and common meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this Agreement.

~~12-13.~~ 12.13. No Agency. Nothing herein shall ever be interpreted as the creation of an agency, partnership, joint venture or any type of relationship except one of interlocal cooperation in the express manner provided by the Act. In performing PSAP Services specified in this Agreement, Denton shall act as an independent contractor and shall have control of the work and the manner in which it is performed. Neither Denton, its agents, employees, volunteers nor any other person operating under this Agreement shall be considered an agent or employee of Little Elm. No employees or agents of either Party shall be entitled to participate in any pension or other benefits that the other Party provides to its employees.

~~12-14.~~ 12.14. No Third-Party Beneficiary. Denton and Little Elm have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.

~~12-15.~~ 12.15. The Parties shall comply with all federal, state, and local laws and ordinances in connection with the work and services performed under this Agreement.

12.16. A Party to this Agreement shall not be responsible for delays or lack of performance by the Party or its officials, agents, or employees which result from acts beyond that Party's reasonable control, including acts of God, strikes, or other labor disturbances, or delays by federal or state officials in issuing necessary regulatory approvals and/or licenses or acts or failures to act by the other Party. In the event of any delay or failure excused by this section, the time of delivery or of performance shall be extended for a reasonable time period to compensate for delay.

~~12.16.~~ 12.17. Except as expressly amended herein, the Interlocal Agreement approved by ~~Denton City Ordinance 20-1867~~ remains in full force and effect.

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EXECUTED by the Parties hereto, each respective entity acting by and through its duly authorized official as required by law, on the date specified on the multiple counterpart executed by such entity.

TOWN OF LITTLE ELM

BY: _____ DATE _____
MATT MUELLER, TOWN MANAGER

ATTEST:
KATHY PHILLIPSCAITLAN BIGGS, TOWN SECRETARY

BY: _____

CITY OF DENTON

BY: _____ DATE _____
TODD HILEMANSARA HENSLEY, CITY MANAGER

ATTEST:
ROSA RIOSLAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
AARON LEALMACK REINWAND, CITY ATTORNEY

BY: _____

THIS AGREEMENT AS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational obligations and business terms.

| _____ Melissa Kraft Leisha Meine Jessica Robledo
SIGNATURE PRINTED NAME

| Chief Technology Officer Police Chief _____ Technology Services Police Department
TITLE DEPARTMENT

