



**City of Lake Dallas
City Council
Regular Called Meeting
City Hall
212 Main Street, Lake Dallas, TX 75065
June 26, 2025, at 6:00 p.m.**

In accordance with Tex. Govt. Code §551.127, notice is hereby given that (i) one or more City Council members may be participating in this meeting by videoconference, (ii) the location of the meeting will be at Lake Dallas City Hall, 212 Main Street, Lake Dallas, Texas, where a quorum of the City Council will be physically present, which location will be open to the public, and (iii) it is the intent to have the quorum of members of the City Council present at said location for this meeting.

**EARLY WORK SESSION
City Council Chambers - 6:00 P.M.**

1. Call to Order and Determination of Quorum
2. Clarification of Consent or General Items listed on Today's City Council Meeting Agenda for June 26, 2025.
3. Receive a presentation and hold a discussion related to Budgeting 101.

**OPEN SESSION
City Council Chambers-6:30 P.M.**

1. Call to Order & Determination of Quorum
2. Invocation & Pledges of Allegiance

Section I- Presentation:

3. Introduction of Officer Yousef Yousefzai and Pinning Ceremony.
4. Presentation of an award to Cpl. Billy Speedy.

Section II – Public Comment:

5. Citizen Agenda & Public Comment

An opportunity for citizens to address the Mayor and City Council on matters which are not scheduled for consideration by the City Council on this agenda. In order to address the Council, a Public Meeting Appearance Card must be completed and presented to the City Secretary prior to the start of the Council meeting. The Texas Open Meeting Act prohibits deliberation by the City Council of any subject which is not on the posted agenda, therefore the Council will not be able to discuss or take any action on items brought up during the citizen presentations. Citizen presentations will be limited to five (5) minutes per person. Persons wishing to provide comments on an item appearing on this agenda must complete a Public Meeting

Appearance Card and present it to the City Secretary prior to the item being called on the agenda and wait until recognized by the Mayor or other presiding officer before speaking on the item when that item is called for discussion.

Section III– Elected Official Requested Items & Comments:

6. Mayor & Council Member Announcements and Requests for Future Agenda Items

The City Council may hear or make reports of community interest provided no action is taken or discussed. Community interest items may include information regarding upcoming schedules of events, honorary recognitions, and announcements involving imminent public health and safety threats to the city. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting.

Section IV – City Manager’s Report

7. The City Manager’s Report may provide information on status of current city projects and other projects affecting the City, meetings and actions of the city’s boards and commissions, upcoming local community events, including, but not limited to, departmental operations and capital improvement project status. No action will be taken with respect to this report.

Section V– Planning & Development: None

Section VI- General Items:

8. Consider and act on adding July 3, 2025, as a City Holiday for 2025.
9. Consider and Act on a authorizing the City Manager to negotiate and execute a contract for Professional Services for the Chief of Police Search with the Texas Chiefs Association.

Section VII – Consent Agenda:

All items listed below are considered to be routine by the City Council and will be enacted with one motion. There will be no separate discussion of the items unless a Councilmember so requests, or member of the public submits a Public Meeting Appearance Card identifying the item on which such person wished to comment prior to this item being called on the agenda, in which event the item will be removed from the consent agenda and considered in its normal sequence.

10. Consider and Act on the Consent Agenda-

- a. Consider and approve a Resolution amending the Logic Authorized Representatives.
- b. Consider and approve a Resolution amending the TexPool Authorized Representatives.
- c. Consider and approve a Resolution amending the Texstar Authorized Representative.
- d. Consider and approve a Resolution authorizing an Interlocal Agreement with Denton County for public safety radio communications system; authorize the City Manager to execute all documents related thereto on behalf of the City of Lake Dallas and provide an effective date.
- e. Consider and Act on a Resolution authorizing an Interlocal Agreement with Denton County for public safety communications services; authorize the City Manager to execute all documents related thereto on behalf of the City of Lake Dallas and provide an effective date.

Section VIII – Executive Session: As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed executive session for the purpose of seeking confidential legal advice from the City Attorney on any agenda items listed above or herein.

Section IX – Return to Open Session

11. Discuss and take appropriate action, if any, resulting from the discussions conducted in Closed Session.

Section X – Adjournment:

I certify that the above notice of this meeting posted on the bulletin board at City Hall of the City of Lake Dallas, Texas on June 23, 2025, at 5:00 p.m.



Codi Delcambre

City Secretary

If you plan to attend this public meeting telephonically and you have a disability that requires special arrangements at this meeting, please contact City Secretary's Office at (940) 497-2226 ext. 102 or fax (940) 497-4485 at least two (2) working days prior to the meeting so that appropriate arrangements can be made.



CITY COUNCIL
AGENDA MEMO

Prepared By: Luke Olson, City Manager

June 23, 2025

Approval of Agreement for Professional Services – Chief of Police Search Assistance

DESCRIPTION:

Consider and Act on a authorizing the City Manager to negotiate and execute a contract for Professional Services for the Chief of Police Search with the Texas Chiefs Association

BACKGROUND INFORMATION:

The City of Lake Dallas has determined a need for a professional and comprehensive process in selecting its next Chief of Police. In light of this, staff has engaged the Texas Police Chiefs Association, which has demonstrated experience and credibility in conducting executive-level searches within law enforcement.

Agreement Summary

The agreement outlines the following key Items:

- Scope of Services: TPCA will provide candidate recruitment, screening, and selection process facilitation, as detailed in the attached proposal.
- Guarantees: TPCA commits to making every reasonable effort to meet the City's expectations.
- Termination: The agreement may be terminated by either party with 10 days' written notice, with payment due for services rendered up to that point.
- Indemnification: The City agrees to hold TPCA harmless for any administrative decisions made based on their recommendations.

FINANCIAL CONSIDERATION:

The total cost to the City will not exceed \$9,700, which includes \$9,500 in professional service fees and up to \$200 in reimbursable expenses (e.g., publication, travel, materials).

RECOMMENDED MOTIONS:

I move to approve/deny the attached agreement with the Texas Police Chiefs Association and authorize the City Manager to execute the contract on behalf of the City.

ATTACHMENT(S):**Attachments**

- Proposal Letter
- Agreement



TEXAS POLICE CHIEFS ASSOCIATION

P.O. Box 819
Elgin, Texas 78621

Phone: 512-281-5400 • 1-877-7 POLICE • Fax: 512-281-2240
E-Mail: info@texaspolicechiefs.org • Web Page: www.texaspolicechiefs.org

June 18, 2025

Codi Delcambre
Director of Administrative Services/City Secretary
City of Lake Dallas
212 N. Main Street
Lake Dallas, Texas 75065

REF: PROPOSAL for Police Chief Search

Dear Ms. Delcambre

The Texas Police Chiefs Association (TPCA) would be pleased to assist the City of Lake Dallas with the search for a chief of police to lead the Lake Dallas Police Department. Our proposed services include the following:

- TPCA will review and make recommendations on the Chief of Police job description.
- TPCA will advertise the chief's position to our membership and networks based on a job ad created by the City.
- TPCA will review all applications and develop a matrix ranking applicants based on their qualifications.
- TPCA will assist with preparing a written questionnaire and review the responses from the finalists, if desired by the City (optional).
- TPCA will provide experienced police chiefs (up to 3) to participate with the City in the interview process.
- TPCA will participate and assist as needed with a meet and greet community event with the finalists.

TPCA is able to provide these services for \$9,500 plus expenses not to exceed \$200. TPCA recently assisted the City of Corinth, City of Jasper, City of Watauga, City of Surfside Beach, and Waco ISD with their police chief searches. We are currently assisting the cities of Brenham and Burnet.

Please let me know if you have any questions. If you would like to proceed, we can send a professional services agreement to you. We look forward to working with you and your team to assist in filling this important role.

Sincerely,

Chief Gene Ellis (ret)
Executive Director

**AGREEMENT FOR PROFESSIONAL SERVICES
CHIEF OF POLICE SEARCH ASSISTANCE
CITY OF LAKE DALLAS**

STATE OF TEXAS §

§

COUNTY OF DENTON §

THIS AGREEMENT is entered into by and between the City of Lake Dallas, Texas, located in Denton County, Texas, acting by and through its duly authorized City Manager (hereinafter referred to as “CITY”), and the Texas Police Chiefs Association, acting by and through its duly authorized representative, Gene Ellis, (hereinafter referred to as “TPCA”).

WHEREAS, the City of Lake Dallas has established a Police Department headed by a Chief of Police, and

WHEREAS, the CITY wishes to ensure the efficient functioning of the Police Department and enhance the community services provided by the department, and

WHEREAS, the CITY wishes to utilize individuals familiar with law enforcement operations, investigations, and management to assist in the selection of a police chief.

WHEREAS, the CITY and the TPCA desire to enter into an Agreement whereby TPCA will provide assistance in the selection of a police chief.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS: The CITY and TPCA do hereby covenant and agree as follows:

**SECTION 1
SCOPE OF SERVICES**

TPCA shall provide the following professional services:

1. Provide the services identified in the attached “PROPOSAL” within the time frame indicated, unless unavailability of either the City Manager or the unavailability of applicants prohibits completion within the time frame specified.

SECTION 2

GUARANTEES

TPCA shall make every reasonable effort to develop a selection process for police chief that meets the requirements of the CITY. Any objections to the process must be made in writing by the City Manager to TPCA within 15 days of the conclusion of the process. If TPCA is unable to correct the deficiencies to the satisfaction of the City Manager, the City of Lake Dallas will owe only the itemized out of pocket expenses not to exceed \$200.00.

SECTION 3

PAYMENT FOR SERVICES

The CITY agrees to pay TPCA for services described in Section 1 hereinabove and in the attached "Proposal" \$9,500.00. The CITY also agrees to reimburse TPCA for the cost of publication, travel, materials, and related costs and supplies. These expenses will not exceed \$200.00. Total cost for the CITY for the selection process by TPCA will not exceed \$9,700.00. TPCA agrees to invoice the CITY for all such charges, itemizing all expenses to be reimbursed in sufficient detail to permit the CITY to audit reimbursement payments in accordance with CITY finance policies. The CITY shall pay such invoice within thirty days of receipt, except for any portion of such invoice which is disputed. Payment of any disputed amounts may be withheld until such dispute is resolved in accordance with the terms of this agreement.

SECTION 4

TERM OF AGREEMENT

The term of this Agreement shall begin _____, and ending upon completion of services. Regardless of the other terms of this agreement, either the CITY or TPCA may cancel this agreement by giving the other party ten (10) days written notice of the cancellation. If this agreement is terminated prior to the completion of services by either party, TPCA will be entitled to payment of fees and expenses incurred up to the date of cancellation.

SECTION 5

LIMITATION OF LIABILITY

The purpose of the services provided by TPCA is to provide assistance in the search process as set forth in the proposal. TPCA does not provide daily administrative and managerial services. The CITY retains responsibility for its administrative and managerial decisions and the CITY agrees to accept all responsibility

for its decisions and shall, to the extent permitted by law, indemnify, defend and hold harmless TPCA , its employees and agents, from and against all liabilities, claims, costs, damages or personal injuries to persons or property, and from and against all suits, judgments and expenses, either directly or indirectly arising out of, caused by or resulting from any act, omission, negligence, willful misconduct or intentional act of the CITY or its employees or agents including any information given or obtained regardless of form relating to the performance of this agreement. This provision is not intended to waive any immunity to which the CITY is entitled under the law, nor is it intended to create any cause of action for any person not a party to this contract and both parties agree that this provision is for the benefit of the parties hereto.

IN WITNESS WHEREOF the City of Lake Dallas and the Texas Police Chiefs Association have executed this Agreement as of this the _____ day of _____, 2025.

Luke Olson
City Manager
City of Lake Dallas, Texas



Gene Ellis
Executive Director
Texas Police Chiefs Association



CITY COUNCIL
AGENDA MEMO

Prepared By: Codi Delcambre, Director of Adm. Services/ City Secretary

June 26, 2025

Authorized Representatives for Logic

DESCRIPTION:

Approval of Resolution amending the Logic Authorized Representatives

BACKGROUND INFORMATION:

The purpose of this item is to add Finance Director Sarah Cochran as an authorized representative with Logic.

FINANCIAL CONSIDERATION:

RECOMMENDED MOTIONS:

I move to approve/deny a Resolution amending Logic Authorized Representatives.

ATTACHMENT(S):

Resolution

**RESOLUTION CHANGING AUTHORIZED REPRESENTATIVES FOR LOCAL
GOVERNMENT INVESTMENT COOPERATIVE**

WHEREAS, City of Lake Dallas

(the "Government Entity") by authority of that certain Local Government Investment Cooperative Resolution _____ (the "Resolution") entered into that certain Interlocal Agreement, as amended pursuant to its terms and subsequently designated Participation Agreement and Trust Instrument (the "Agreement") and has become a participant in the public funds investment pool created thereunder known as Local Government Investment Cooperative ("LOGIC");

WHEREAS, the Resolution designated on one or more "Authorized Representatives" within the meaning of the Agreement;

WHEREAS, the Government Entity now wishes to update and designate the following persons as the "Authorized Representatives" within the meaning of the Agreement;

NOW, THEREFORE, BE IT RESOLVED:

The following officers, officials or employees of the Government Entity are hereby designated as "Authorized Representatives" within the meaning of the Agreement, with full power and authority to: deposit money to and withdraw money from the Government Entity's LOGIC account or accounts from time to time in accordance with the Agreement and the Information Statement describing the Agreement and to take all other actions deemed necessary or appropriate for the investment of funds of the Government Entity in LOGIC:

1. Name: Codi Delcambre Title: City Secretary
Signature: _____ Phone: 940-497-2226 ext 102
Email: cdelcambre@lakedallas.com
2. Name: Luke Olson Title: City Manager
Signature: _____ Phone: 940-497-2226 ext 101
Email: lolson@lakedallas.com
3. Name: Kristy Bleau Title: Mayor
Signature: _____ Phone: 940-497-2226 ext 102
Email: Kbleau@lakedallas.com
4. Name: Sarah Cochran Title: Finance Director
Signature: _____ Phone: 940-497-2226 ext 103
Email: scochran@lakedallas.com

{REQUIRED} PRIMARY CONTACT: List the name of the Authorized Representative listed above that will be designated as the Primary Contact and will receive all LOGIC correspondence including transaction confirmations and monthly statements

Name: Sarah Cochran

{OPTIONAL} INQUIRY ONLY CONTACT: In addition, the following additional Participant representative (**not listed above**) is designated as an ***Inquiry Only*** Representative authorized to obtain account information:

Name: _____ Title: _____

Signature: _____ Phone: _____

Email: _____

Applicant may designate other authorized representatives by written instrument signed by an existing Applicant Authorized Representative or Applicant's chief executive officer.

The foregoing supersedes and replaces the Government Entity's previous designation of officers, officials or employees of the Government Entity as Authorized Representatives under the Agreement pursuant to paragraph 4 of the Resolution. Except as hereby modified, the Resolution shall remain in full force and effect.

PASSED AND APPROVED this 23 day of June, 2025.

City of Lake Dallas

(NAME OF ENTITY/APPLICANT)

SIGNED BY: _____

(Signature of official)

Kristy Bleau, Mayor

(Printed name and title)

ATTESTED BY: _____

(Signature of official)

Codi Delcambre, Director of Adm. Services/ City Secretary

(Printed name and title)

OFFICIAL SEAL OF PARTICIPANT (REQUIRED)



CITY COUNCIL
AGENDA MEMO

Prepared By: Codi Delcambre, Director of Adm. Services/City Secretary

June 26, 2025

Authorized Representatives for TexPool

DESCRIPTION:

Consider Approval of a Resolution amending the TexPool Authorized Representatives

BACKGROUND INFORMATION:

The purpose of this item is to update the authorized representatives with TexPool by adding Finance Director Sarah Cochran to the account.

FINANCIAL CONSIDERATION:

N/A

RECOMMENDED MOTIONS:

I move to approve/deny a Resolution amending TexPool Authorized Representatives.

ATTACHMENT(S):

Resolution



Resolution Amending Authorized Representatives

Please complete this form to amend or designate Authorized Representatives. *This document supersedes all prior Authorized Representative forms.*

* Required Fields

1. Resolution

WHEREAS,

Sarah Cochran

Participant Name*

78718

Location Number*

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("**TexPool / Texpool Prime**"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

- Codi Delcambre

Director of Adm. Services/City Secretary

NameTitle

9404972226

Phone

9404974485

Fax

cdelcambre@lakedallas.com

Email

Signature

- Luke Olson

City Manager

NameTitle

9404972226

Phone

9404974485

Fax

lolson@lakedallas.com

Email

Signature

- Kristy Bleau

Mayor

NameTitle

9404972226

Phone

9404974485

Fax

kbleau@lakedallas.com

Email

Signature

1. Resolution (continued)

4. Sarah Cochran Finance Director
Name Title
9 4 0 4 9 7 2 2 2 6 9 4 0 4 9 7 4 4 8 5 scochran@lakedallas.com
Phone Fax Email

Signature

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Sarah Cochran
Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. *This limited representative cannot perform transactions.* If the Participant desires to designate a representative with inquiry rights only, complete the following information.

Sarah Cochran Finance Director
Name Title
9 4 0 4 9 7 2 2 2 6 9 4 0 4 9 7 4 4 8 5 scochran@lakedallas.com
Phone Fax Email

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the 26 day of June, 2025.

Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.

City of Lake Dallas
Name of Participant*

SIGNED

Signature*
Kristy Bleau
Printed Name*
Mayor
Title*

ATTEST

Signature*
Codi Delcambre
Printed Name*
City Secretary
Title*

2. Delivery Instructions

Please return this document to **TexPool Participant Services:**

Email: texpool@dstsystems.com

Fax: 866-839-3291



CITY COUNCIL
AGENDA MEMO

Prepared By: Codi Delcambre, Director of Adm./City Secretary

June 26 , 2025

Authorized Representatives for Texstar

DESCRIPTION:

Approval of Resolution amending the Texstar Authorized Representatives

BACKGROUND INFORMATION:

The purpose of this item is to update the authorized representatives with Texstar Finance Director Sarah Cochran to the account.

FINANCIAL CONSIDERATION:

RECOMMENDED MOTIONS:

I move to approve/deny a Resolution amending Texstar Authorized Representatives.

ATTACHMENT(S):

Resolution



AMENDING RESOLUTION

WHEREAS, City of Lake Dallas

(the "Government Entity") by authority of the Application for Participation in TexSTAR (the "Application") has entered into an Interlocal Agreement (the "Agreement") and has become a participant in the public funds investment pool created there under known as TexSTAR Short Term Asset Reserve Fund ("TexSTAR");

WHEREAS, the Application designated on one or more "Authorized Representatives" within the meaning of the Agreement;

WHEREAS, the Government Entity now wishes to update and designate the following persons as the "Authorized Representatives" within the meaning of the Agreement;

NOW, THEREFORE, BE IT RESOLVED:

SECTION 1. The following officers, officials or employees of the Government Entity specified in this document are hereby designated as "Authorized Representatives" within the meaning of the Agreement, with full power and authority to open accounts, to deposit and withdraw funds, to agree to the terms for use of the website for online transactions, to designate other authorized representatives, and to take all other action required or permitted by Government Entity under the Agreement created by the application, all in the name and on behalf of the Government Entity.

SECTION 2. This document supersedes and replaces the Government Entity's previous designation of officers, officials or employees of the Government Entity as Authorized Representatives under the Agreement

SECTION 3. This resolution will continue in full force and effect until amended or revoked by Government Entity and written notice of the amendment or revocation is delivered to the TexSTAR Board.

SECTION 4. Terms used in this resolution have the meanings given to them by the Application.

Authorized Representatives. Each of the following Participant officials is designated as Participant's Authorized Representative authorized to give notices and instructions to the Board in accordance with the Agreement, the Bylaws, the Investment Policy, and the Operating Procedures:

1. Name: Codi Delcambre Title: City Secretary
Signature: _____ Phone: 940-497-2226 ext 102
Email: cdelcambre@lakedallas.com
2. Name: Luke Olson Title: City Manager
Signature: _____ Phone: 940-497-2226 ext 101
Email: lolson@lakedallas.com
3. Name: Kristy Bleau Title: Mayor
Signature: _____ Phone: 940-497-2226 ext 102
Email: Kbleau@lakedallas.com
4. Name: Sarah Cochran Title: Finance Director
Signature: _____ Phone: 940-497-2226 ext 103
Email: scochran@lakedallas.com

{REQUIRED} PRIMARY CONTACT: List the name of the Authorized Representative **listed above** that will be designated as the Primary Contact and will receive all TexSTAR correspondence including transaction confirmations and monthly statements

Name: Sarah Cochran

{OPTIONAL} INQUIRY ONLY CONTACT: In addition, the following additional Participant representative (**not listed above**) is designated as an **Inquiry Only** Representative authorized to obtain account information:

Name: _____ Title: _____
Signature: _____ Phone: _____
Email: _____

Participant may designate other authorized representatives by written instrument signed by an existing Participant Authorized Representative or Participant's chief executive officer.

DATED 06/26/2025

City of Lake Dallas

(NAME OF PARTICIPANT)

SIGNED BY: _____
(Signature of official)

Kristy Bleau, Mayor

(Printed name and title)

ATTESTED BY: _____
(Signature of official)

Codi Delcambre, City Secretary

(Printed name and title)

FOR INTERNAL USE ONLY

APPROVED AND ACCEPTED: TEXAS SHORT TERM ASSET RESERVE FUND

.....
AUTHORIZED SIGNER

REQUIRED
PLACE OFFICIAL SEAL OF ENTITY HERE



CITY COUNCIL
AGENDA MEMO

Prepared By: Codi Delcambre, Director of Administrative Services/City Secretary

June 26, 2025

Denton County Radio Communications System Agreement

DESCRIPTION:

Consider and Act on a Resolution authorizing an Interlocal Agreement with Denton County for public safety radio communications system.

BACKGROUND INFORMATION:

In 2017, the Lake Dallas Police Department closed its police communications center and contracted radio communications system with the Denton County Sheriff's Office (DSCO). This agreement enabled the police department to program the police department radio system to match that of the DSCO and other agencies within Denton County as well as creating a significant cost savings to the city.

FINANCIAL CONSIDERATION:

The cost for use of the DCSO radio communications system for Lake Dallas for FY 2025-26 is **\$2,520.00.**

RECOMMENDED MOTIONS:

I move to approve/deny as presented a Resolution authorizing an Interlocal Agreement with Denton County for public safety radio communications system.

ATTACHMENT(S):

Resolution

Interlocal Agreement for Radio Communications system 2025-2026

**CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 2025-_____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND SIGN AN INTERLOCAL AGREEMENT WITH DENTON COUNTY FOR USE OF DENTON COUNTY RADIO COMMUNICATIONS SYSTEM FOR FY 2025-2026; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Lake Dallas is a party to an interlocal agreement with Denton County relating to the use of the Denton County Radio Communications System (the “ILA”); and

WHEREAS, the City Manager recommends that the ILA be renewed and extended; and

WHEREAS, the City Council of the City of Lake Dallas finds it to be in public interest to concur in the foregoing recommendation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS, THAT:

SECTION 1. The City Manager is hereby authorized to negotiate and sign on behalf of the City an Interlocal Agreement with the use of the Denton County Radio Communications System for Fiscal Year 2025-2026 with City Attorney approval as to form and is further authorized to execute all additional documents related thereto on behalf of the City of Lake Dallas.

SECTION 2. This Resolution shall be effective immediately upon approval.

PASSED AND APPROVED this the 23rd day of June 2025.

Kristy Bleau, Mayor

ATTEST:

Codi Delcambre, TRMC, MMC
Director of Administrative Services/ City Secretary

APPROVED AS TO FORM:

Courtney Morris, City Attorney

INTER-LOCAL COOPERATION AGREEMENT BETWEEN DENTON COUNTY AND THE CITY OF LAKE DALLAS FOR THE USE OF THE DENTON COUNTY RADIO COMMUNICATIONS SYSTEM

This Inter-Local Agreement (“Agreement”) is entered into by and between the County of Denton, Texas (“the County”) and the City of Lake Dallas, Texas, a home-rule municipality, both entities being located in Denton County, Texas (collectively, the “Parties” or separately as a “Party”). The Parties execute this agreement as hereinafter provided, pursuant to the Texas Governmental Code, Chapter 791, known as the Inter-Local Cooperation Act:

WHEREAS, Denton County is a political subdivision within the State of Texas, each of which engages in the provision of governmental services for the benefit of its citizens; and

WHEREAS, the Agency is duly organized and operating under the laws of the State of Texas engaged in the provision of municipal government and/or related services for the benefit of the citizens of Agency; and

WHEREAS, the Inter-Local Cooperation Act, Texas Government Code, Chapter 791, as amended “the Act” provides authority for local governments of the State of Texas to enter into Inter-local agreements with each other for the purpose of performing governmental functions and services as set forth in the Act; and

WHEREAS, the County owns, operates, and maintains the radio-communications system, exclusive of the radios owned individually by each User city (“System”) for the purpose of providing radio communications in support of its governmental operations; and

WHEREAS, Lake Dallas wishes to use certain portions of the System for its governmental operations; and

WHEREAS, the use of the System in the provision of governmental services benefits the public health and welfare, promotes efficiency and effectiveness of local governments, and is of mutual concern to the contracting Parties; and

WHEREAS, Lake Dallas and the County have current funds available to satisfy any fees and costs required pursuant to this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement herein contained, the sufficiency of which are hereby acknowledged, and upon and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

I.

DEFINITIONS

“Assignee” means the City employee assigned to a specific Subscriber Unit.

“Communications System” or *“System”* means a wide area, multi-agency digital trunked radio system compliant with P-25 interoperability standards to be used jointly by the City of Lewisville, the City of Denton, Denton County, and other Infrastructure Members, if any, primarily for providing public safety dispatch and communications for fire, emergency medical and police services and such other governmental services as may be agreed from time to time by the Parties.

“Coordinating Committee” means the committee that is responsible for making recommendations to the Infrastructure Management Committee on the administration and operation of the Communications System.

“Infrastructure Management Committee” means the committee that is responsible for the administration and operation of the Communications System.

“Subscriber Units” means mobile radios, portable radios or any similar devices used for communicating over the Communications System.

“Talk Group” means a specific group of Subscriber Units allowed to communicate privately within that group over shared infrastructure resources.

“Technical Committee” means the committee that advises the Coordinating Committee on technical issues related to the operation of the Communications System.

“User” means any entity with which the City of Denton, the City of Lewisville, Denton County, or other Infrastructure Member has entered into a contractual agreement for the provision of radio communication services through the Consolidated Communications System.

II.

TERM

2.1 This Agreement is for a period of a one (1) year term, beginning on the 1st day of October, 2025, and ending on the 30th day of September, 2026. unless terminated earlier pursuant to Section 7.1.

2.2 It is the intention of the Parties for this to be a long term enterprise which will be renewed with a new ILA each year subject to approval by each Party’s governing body.

III.

OBLIGATIONS OF CITY OF LAKE DALLAS

3.1 Lake Dallas shall use the System in accordance with this Agreement to provide integration of communications by Lake Dallas between its Users on the System for governmental operations.

3.2 When using the System, Lake Dallas shall abide by all applicable Federal and State laws and regulations, including any regulations of the Denton County Radio System. When Lake Dallas uses the System for interoperability with Talk Groups (hereinafter defined) other than those provided by this Agreement, Lake Dallas will also abide by the User rules of those Talk Groups.

3.3 Lake Dallas must provide a written request to the Denton County Radio System Manager (“System Manager”) or his designee, to activate radios (“Subscriber Units”) on the System. Such request must include the model and serial number of the Subscriber Unit, the name of the Assignee, and identifying Talk Groups required in the Subscriber Unit.

3.4 Lake Dallas is responsible for furnishing its own Subscriber Units, which must be compatible with the APCO P-25 Phase 2 TDMA Digital System, and for maintenance of the Subscriber Units. Lake Dallas is responsible for all programming of City-owned Subscriber Units.

3.5 Lake Dallas shall be solely responsible for obtaining a technical services support contract and a maintenance contract for all City-owned dispatch infrastructure equipment, either from the manufacturer of the equipment or from a manufacturer-authorized service provider. The County shall not be responsible for maintenance of any City-owned equipment.

3.6 Depending on the equipment that will be purchased and installed by Lake Dallas, the City shall be solely responsible for entering into such Software Update Agreements and/or Software Maintenance Agreements from the manufacturer as necessary to ensure that the equipment owned by the City will be maintained and upgraded to meet the requirements of the System when the County performs System upgrades.

3.7 Lake Dallas shall be solely responsible for having periodic maintenance (PM) performed on its Subscriber Units at least every two years which shall include tuning and alignment of the Subscriber Units and updating the Subscriber Units with the latest firmware available.

3.8 The County shall not be liable to the City for the lack of interoperability between the Subscriber Units and the System if the City fails to perform the required PM and/or obtain the software and/or firmware upgrades recommended by the County and/or the manufacturer of

the Subscriber Units necessary to communicate through the System as set forth in Sections 3.5, 3.6, and 3.7 above.

IV.

OBLIGATIONS OF THE COUNTY

4.1 The County will allow Lake Dallas to use County provided Talk Groups, which are a primary level of communication for Users on the System (“Talk Group”), comparable to a channel on a conventional radio system, for the exclusive use of Lake Dallas. Talk Groups will be established for the City by the County.

4.2 The System Manager will not activate radios on the Lake Dallas Talk Groups nor make changes to the Lake Dallas radios without first receiving authorization from the designated representative of the City, unless, in the opinion of the County, such action is necessary to eliminate harmful interference.

4.3 The County is solely responsible for:

- (1) Coordinating Talk Groups among System Users;
- (2) Grouping of Talk Groups to allow transmitting and receiving on all associated Talk Groups as required by the City; and
- (3) The operation, maintenance, and control of the System

V.

FEES

5.1 The fees payable for the term of this Agreement are set out in **Exhibit A** which is attached and incorporated for all purposes.

5.2 The County may increase the fees each October 1st, the beginning of each County fiscal year, by an amount not to exceed five percent (5%) of the previous year’s fees. The County will provide ninety (90) days’ notice to Lake Dallas before increasing the fees.

5.3 Based on the fees described above, the County will calculate the annual fee due based upon the total number of Subscriber Units and submit an invoice to the City on or before October 1st of each year. This amount is subject to change when the City adds or deletes the number of Subscriber Units in service. The City must notify the System Manager in writing of any addition or deletion of Subscriber Units.

5.4 Fees for Additions - The amount owed for annual fees for additions of Subscriber Units will be prorated for the year added, invoiced immediately, and amounts will be due within thirty (30) days of receipt of the invoice for the addition(s).

5.5 Deletions - No refunds for deletions will be made for the City's deletion of Subscriber Units during the period of the Agreement. The fees for the upcoming fiscal year will be calculated based on the number of Subscriber Units in service on the radio system as of May 1st of the current contract year.

5.6 In the event a new Inter-Local Agreement is not executed prior to the expiration of this Agreement, and the Sheriff's Office continues to provide access to the Radio Communications System, the City shall reimburse and compensate the County for access to the Denton County Radio Communications System at the rate set by the Denton County Sheriff and approved by the Denton County Commissioners Court for the next fiscal year.

VI.

PAYMENT DUE

6.1 The City agrees to pay the County the annual fees specified under Article V within thirty (30) days of the receipt of the invoice. Should the City add Subscriber Units or Talk Groups to the Service within a Term, the City agrees to pay the additional fee(s) due within thirty (30) days of invoice. All payments for expenses incurred as a result of the performance of the Agreement shall be made only from current revenues legally available to each respective Party.

VII.

TERMINATION

7.1 Either Party may terminate this Agreement at any time by giving ninety (90) days advance written notice. The City shall pay for all fees incurred through the effective date of termination. If the County permanently discontinues the operation of its System, this Agreement shall terminate on the date of discontinuance without further notice, and the County will reimburse the City the pro-rated amount of the fees previously paid by the City for the use of the System for the then current fiscal year.

VIII.

RELEASE AND HOLD HARMLESS

TO THE EXTENT PERMITTED BY LAW, EACH PARTY AGREES TO WAIVE ALL CLAIMS AGAINST, TO RELEASE, AND TO HOLD HARMLESS THE OTHER PARTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, ATTORNEYS, FEES, INCLUDING ALL EXPENSES OF LITIGATION OR SETTLEMENT, OR CAUSES OF ACTION WHICH MAY ARISE BY REASON OR INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN THE EVENT

THAT A CLAIM IS FILED, EACH PARTY SHALL BE RESPONSIBLE FOR ITS PROPORTIONATE SHARE OF LIABILITY.

IX.

IMMUNITY

In the execution of this Agreement, neither of the Parties waives, nor shall be deemed hereby to have waived any immunity or any legal or equitable defense otherwise available against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement does not create any rights in parties who are not signatories to this Agreement.

X.

ASSIGNMENT

The City agrees to retain control and to give full attention to the fulfillment of this Agreement. The City cannot assign or sublet this Agreement without the prior written consent of the County. Further, the City cannot sublet any part or feature of the work to anyone objectionable to Denton County. Lake Dallas also agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Agreement, does not relieve the City from its full obligations to the County as provided by this Agreement.

XI.

ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between Denton County and Lake Dallas and supersedes all prior negotiations, representations and/or agreements, either written or oral, between Denton County and Lake Dallas. This Agreement may be amended only by written instrument signed by Denton County and Lake Dallas.

XII.

NOTICES

Unless notified otherwise in writing, all notices are required to be given to either Party in writing and delivered in person or sent via certified mail to the other Party at the following respective addresses:

County:	1	Denton County Judge Denton County Commissioners Court 1 Courthouse Drive, Ste 3100 Denton, Texas 76201
	2	Denton County Sheriff Denton County Sheriff's Office 127 N. Woodrow Lane Denton, Texas 76205
	3	Assistant District Attorney Counsel to the Sheriff 127 N. Woodrow Lane Denton, Texas 76205

Name of Agency:	Lake Dallas Police Department
Contact Person	Luke Olson, City Manager
Address	212 Main St.
City, State, Zip	Lake Dallas, TX 75065
Telephone	940-497-2226 x101
Email	finance@lakedallas.com

XIII.

AUTHORITY TO SIGN

The undersigned officers and/or agents of the Parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of the Parties.

XIV.

SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either Party may terminate this Agreement by giving the other Party thirty (30) days written notice.

XV.

VENUE

This Agreement and any of its terms or provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas. The Parties agree that this Agreement shall be enforceable in Denton County, Texas, and if legal and necessary, exclusive venue shall lie in Denton County, Texas.

XVI.

INTERPRETATION OF AGREEMENT

Although this Agreement is drafted by the County, this is a negotiated document. Should any part of this Agreement be in dispute, the Parties agree that the Agreement shall not be construed more favorably for either Party.

XVII.

REMEDIES

No right or remedy granted herein or reserved to the Parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the Parties. It is further agreed that one (1) or more instances of forbearance by either Party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

XVIII.

SUCCESSORS AND ASSIGNS

The Parties each bind themselves, their respective successors, executors, administrators, and assigns to the other Party to this contract. Neither Party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other Party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of all Parties.

EXECUTED duplicate originals on the dates indicated below:

SIGNED AND AGREED BY THE CITY OF LAKE DALLAS, TEXAS:

BY:

Kristy Bleau
Lake Dallas Mayor
212 Main St.
Lake Dallas, TX 75065
940-497-2226

Date: _____

Approved as to content:

Lydia Alvarado, Interim Chief of Police

Approved as to form:

Attorney for Agency

**APPROVED BY THE DENTON COUNTY COMMISSIONERS COURT OF DENTON
COUNTY, TEXAS:**

BY:

Andy Eads, County Judge
Denton County Commissioners Court
1 Courthouse Drive, Ste 3100
Denton, Texas 76201
(940)349-2820

Date: _____

Approved as to content:

Denton County Sheriff's Office

Approved as to form:

Assistant District Attorney
Counsel to the Sheriff

Exhibit A

Denton County Sheriff's Office Consolidated Radio Communications System Agreement

FY25-26 Agency Payment Invoice

Agency: Lake Dallas Police Department
Payment Contact Person(s): Luke Olson, City Manager
Phone Number: 940-497-2226 x101
Email(s): finance@lakedallas.com
Address: 212 Main Street
City, State, Zip: Lake Dallas, TX 75065

Agency should include a copy of this invoice with payment

Make checks payable to:	Denton County
-------------------------	---------------

Mail Payments to:	Consolidated Radio Communications Systems Denton County Sheriff's Office Attn: Sherry Cochran 127 N. Woodrow Lane Denton, Texas 76205
-------------------	---

<u>Tier 3</u> Includes Tier 1 User + add on of Subscriber Services (program once per year and PM radios every two years) - \$6 each per month
--

Department / Radio Number / Cost		
Police 35	\$	2,520.00
Total Amount Due for FY25-26 =		\$ 2,520.00

Please sign and date below.

Signature of Agency Representative

Title

Date



CITY COUNCIL
AGENDA MEMO

Prepared By: Codi Delcambre, Director of Administrative Services

June 26, 2025

Denton County Dispatch Agreement

DESCRIPTION:

Consider and Act on a Resolution authorizing an Interlocal Agreement with Denton County for public safety communications services; authorize the City Manager to execute all documents related thereto on behalf of the City of Lake Dallas and provide an effective date.

BACKGROUND INFORMATION:

In 2017, the Lake Dallas Police Department closed its police communications center and contracted communications services with the Denton County Sheriff's Department. This agreement enabled the police department to share computer aided dispatch services provided by the Denton County Sheriff's Communications Division as well as creating significant cost savings to the city.

FINANCIAL CONSIDERATION:

The cost for communications services is spread out amongst subscribing agencies based on percentage of workload. The total cost for Lake Dallas for FY 2025-2026 is \$ 39,986.02.

RECOMMENDED MOTIONS:

I move to approve/deny a Resolution authorizing an Interlocal Agreement with Denton County for public safety communications services; authorize the City Manager to execute all documents related thereto on behalf of the City of Lake Dallas and provide an effective date.

ATTACHMENT(S):

Resolution

Interlocal Agreement for Communications and Dispatch Services

**CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 2025-_____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND SIGN AN INTERLOCAL AGREEMENT WITH DENTON COUNTY FOR POLICE COMMUNICATION SERVICES FOR FY 2025-2026; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Lake Dallas is a party to an interlocal agreement with Denton County relating to the provision of police dispatching and communications services by the County for the City; and

WHEREAS, the City Manager recommends that the Interlocal Agreement with Denton County to provide Police Communication Services for the City be renewed and extended; and

WHEREAS, the City Council of the City of Lake Dallas finds it to be in public interest to concur in the foregoing recommendation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS, THAT:

SECTION 1. The City Manager is hereby authorized to negotiate and sign on behalf of the City an Interlocal Agreement with Denton County for Police Communication Services for Fiscal Year 2025-2026 with City Attorney approval as to form and is further authorized to execute all additional documents related thereto on behalf of the City of Lake Dallas.

SECTION 2. This Resolution shall be effective immediately upon approval.

PASSED AND APPROVED this the 26th day of June 2025.

Kristy Bleau, Mayor

ATTEST:

Codi Delcambre, TRMC, MMC
Director of Administrative Services/City Secretary

APPROVED AS TO FORM:

Courtney Morris, City Attorney

STATE OF TEXAS §
 §
COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR
SHARED GOVERNANCE COMMUNICATIONS & DISPATCH SERVICES SYSTEM**

This Interlocal Cooperation Agreement for Shared Governance Communications and Dispatch Services System, hereinafter referred to as "Agreement", is made by and between Denton County, a political subdivision of the State of Texas, hereinafter referred to as the "County", and

Name of Agency: Lake Dallas Police Department
--

hereinafter referred to as "Agency".

WHEREAS, the County is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County, Texas; and

WHEREAS, the Agency is duly organized and operating under the laws of the State of Texas engaged in the provision of municipal government and/or related services for the benefit of the citizens of Agency; and

WHEREAS, parties agree that the utilization of combined communications and dispatch services system will be in the best interests of both the County and the Agency,

WHEREAS, the County and the Agency mutually desire to be subject to the provisions of the Interlocal Cooperation Act of the V.T.C.A. Government Code, Chapter 791; and

NOW THEREFORE, the County and the Agency, for the mutual consideration hereinafter stated, agree and understand as follows:

1. **PURPOSE.** The Denton County Sheriff ("Sheriff") has the facilities to provide emergency telecommunications and dispatch services throughout Denton County. The Agency wishes to utilize the Sheriff's available telecommunications and dispatch services ("Services") during the term of this agreement.

2. **ADVISORY BOARD.** The Denton County Sheriff's Office will establish an Advisory Board for the Shared Governance Communication and Dispatch System "Advisory Board". The membership of the board shall be the Chief of each Agency, or designee. The Advisory Board may advise and make recommendations to the Sheriff and the Sheriff's Office on matters relating to the Communications Center, as well as the recommendations for the Annual Agency Workload and Cost Statistics, within the limitations set forth in paragraph 6.1, herein.

3. **TERM OF AGREEMENT.** The initial term of this Agreement shall be for a one-year period beginning **October 1, 2025** and ending on **September 30, 2026**.

4. **TERMINATION OF AGREEMENT.** Either party may terminate this agreement, with or without cause, after providing ninety (90) days written notice to the other party.

5. **ANNUAL SERVICE FEE.** Each Agency shall pay to the County a fee for services based on the workload generated by the Agency.

- 5.1. Agency shall pay to County the Total Amount on ***Exhibit "A"***.
- 5.2. The Agency shall complete ***Exhibit "A"***, Agency Payment Worksheet, to identify the payment terms preferred by Agency. Agency is responsible for sending payments to County
- 5.3. The fee for service will be based on the pro rata share of the workload generated by the Agency.
- 5.4. County agrees to provide Agency a proposed service fees for the next budget/fiscal year as agreed by the parties.
- 5.5. If this Agreement is terminated prior to the expiration of the term of the Agreement, payment shall be pro-rated by written agreement between the parties.
- 5.6. Dispatch costs for the upcoming fiscal year are calculated utilizing 50% of the approved Communications Budget for the current fiscal year and agency workload statistics from the previous fiscal year.

Agency workload percentages are calculated by:

- 5.6.1. Determining the agency's percentage of total Calls For Service (CFS)
- 5.6.2. Determining the agency's percentage of total Officer Initiated Activity (OIA)
- 5.6.3. Averaging the values from # 5.6.1 & # 5.6.2
- 5.6.4. Determining the percentage of OIA that is Mobile Data Computer (MDC) activity
- 5.6.5. Determining agency OIA that is not MDC Activity
- 5.6.6. Determining adjusted percentage of OIA that is MDC activity by dividing value of # 5.6.5 by total OIA
- 5.6.7. Determining agency CFS that are public requests by subtracting agency assists or mutual aid calls from the agency's CFS
- 5.6.8. Determining adjusted percentage of total CFS that are public requests by dividing value of # 5.6.7 by total CFS
- 5.6.9. Determining agency workload percentage by calculating average of # 5.6.6 and # 5.6.8
- 5.6.10. Determining agency final cost by workload by multiplying value of # 5.6.9 against 50% of the approved Communications budget

6. **COUNTY SERVICES AND RESPONSIBILITIES.** The County agrees to provide the following services and responsibilities:

6.1 The Sheriff shall have the sole discretion as to the method of providing the Services including, but not limited to the order of response to calls, and shall be the sole judge as to the most expeditious and effective manner of handling and responding to calls for service or the rendering thereof. The Sheriff shall have the sole discretion as to the method and final decision regarding the annual workload and cost statistics. The Sheriff will devote sufficient time to insure the performance of all duties and obligations set forth herein.

6.2 County shall furnish full-time communications services including a twenty-four (24) hours a day, seven (7) days a week public safety answering point, radio services, dispatching services, or law enforcement transmission originating from AGENCY requesting law enforcement and fire

protection services and access to local, regional, state, and national data bases and telecommunications systems.

- 6.3 The services provided by County include the following:
 - 6.3.1 twenty-four (24) hours a day, seven (7) days a week public safety answering point;
 - 6.3.2 receiving emergency and routine calls for law enforcement, fire, and medical services;
 - 6.3.3 directing a response to said calls by dispatching the appropriate law enforcement, fire, and medical services;
 - 6.3.4 providing on-going communication support to the emergency personnel in the field; and
 - 6.3.5 updating, maintaining, and managing the County owned radio communications system, computer systems, support files, and resource materials necessary to accomplish the above.

6.4 County may add new Agencies not currently served by Denton County at the discretion of Denton County and the Denton County Sheriff's Office.

7. **AGENCY RESPONSIBILITIES.** The Agency agrees to the following responsibilities:

- 7.1 Providing accurate current GIS data of the corporate limits and extraterritorial jurisdiction of the Agency.
- 7.2 Furnish County with a current list of all Officers and Reserves authorized by Agency to use the communications system.
- 7.3 Agency is responsible for the costs and upgrades associated with maintaining Agency's communication equipment.
- 7.4 Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes
- 7.5 Adherence to all Sheriff's Office communications rules and regulations.
- 7.6 Agency agrees to provide all necessary and required TLETS paperwork. See ***Exhibit "B"***.
- 7.7 Appoint representative and agree to participate in the Advisory Board.
- 7.8 Agency is responsible for sending payments to County as more fully described in ***Exhibit "A"*** to this Agreement.

8. **AGREEMENT.** The parties acknowledge they have read and understand and intend to be bound by the terms and conditions of this Agreement. This Agreement contains the entire understanding between the parties concerning the subject matter hereof. No prior understandings, whether verbal or written, between the parties or their agents are enforceable unless included in writing in this agreement. This Agreement may be amended only by written instrument signed by both parties.

9. **AGREEMENT LIASONS.** Each party to this agreement shall designate a Liaison to insure the performance of all duties and obligations of the parties. The Liaison for each party shall devote sufficient time and attention to the execution of said duties on behalf of the Party to ensure full compliance with the terms and conditions of this Agreement.

10. **ASSIGNMENT.** Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other party to this Agreement.

11. **AGENCY LIABILITY.** The Agency understands and agrees that the Agency, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the County. The Agency shall not be required to indemnify nor defend County for any liability arising out of the wrongful acts of employees or agents of County to the extent allowed by Texas law.

12. **COUNTY LIABILITY.** The County understands and agrees that the County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the Agency. The County shall not be required to indemnify nor defend Agency for any liability arising out of the wrongful acts of employees or agents of Agency to the extent allowed by Texas law.

13. **DISPUTES/RECOURSE.** County and Agency agree that any disputes or disagreements that may arise which are not resolved at the staff level by the parties should be referred to the Appointed Liaisons for each entity. Any further disputes arising from the failure of either Agency or County to perform and/or agree on proportionate reduction in fees shall be submitted to mediation, with the parties splitting the mediation fees equally. It is further agreed and understood that the scope of matters to be submitted to dispute mediation as referenced above is limited to disputes concerning sufficiency of performance and duty to pay or entitlement, if any, to any reduced fee or compensation. Any other disputes or conflicts involving damages or claimed remedies outside the scope of sufficiency of performance and compensation adjustment shall be referred to a court of competent jurisdiction in Denton County, Texas.

14. **EXHIBITS.** Attached hereto, and referred to elsewhere in this Agreement are the following Exhibits, which are hereby incorporated by reference.

Exhibit A	Agency Payment Worksheet
Exhibit B	TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS) NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT

15. **MULTIPLE ORIGINALS.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

16. NOTICES. All notices, demands or other writings may be delivered by either party by U.S. First Class Mail or by other reliable courier to the parties at the following addresses:

County:	1	Denton County Judge Denton County Commissioners Court 1 Courthouse Drive, Ste 3100 Denton, Texas 76208
	2	Denton County Sheriff Denton County Sheriff's Office 127 N. Woodrow Lane Denton, Texas 76205
	3	Assistant District Attorney Counsel to the Sheriff 127 N. Woodrow Lane Denton, Texas 76205

Name of Agency:	Lake Dallas Police Department
Contact Person	Luke Olson, City Manager
Address	212 Main St.
City, State, Zip	Lake Dallas, TX 75065
Telephone	940-497-2226 x101
Email	finance@lakedallas.com

17. SEVERABILITY. The validity of this Agreement and/or any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performed and all compensation payable in Denton County, Texas. 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 valid and in full force and effect to the extent possible.

18. THIRD PARTY. This Agreement is made for the express purpose of providing communications and dispatch services, which both parties recognize to be a governmental function. Except as provided in this Agreement, neither party assumes any liability beyond that provided by law. This Agreement is not intended to create any liability for the benefit of third parties.

19. VENUE. This agreement will be governed and construed according to the laws of the State of Texas. This agreement shall be performed in Denton County, Texas.

20. WAIVER. The failure of County or Agency to insist upon the performance of any term or provision of this Agreement or to exercise or enforce any right herein conferred, or the waiver of a breach of any provision of this Agreement by either party, shall not be construed as a waiver or relinquishment to any extent of either party's right to assert or rely upon any such term or right, or future breach of such provision, on any future occasion.

21. AUTHORIZED OFFICIALS. Each party has the full power and authority to enter into and perform this Agreement. The persons executing this Agreement represent they have been properly authorized to sign on behalf of their governmental entity.

22. CURRENT FUNDS. All payments made by Agency to County pursuant to this Agreement shall be from current revenues available to Agency.

23. DISPATCH & COMMUNICATION RECORDS. The parties acknowledge that the Denton County Sheriff's Office may release dispatch and communication records of Agency pursuant to the Texas Public Information Act until such a time that the parties agree to transfer such responsibility to Agency.

DENTON COUNTY, TEXAS

AGENCY

Andy Eads, County Judge
Denton County Commissioners Court
1 Courthouse Drive, Ste 3100
Denton, Texas 76208
(940)349-2820

Kristy Bleau, Mayor
City of Lake Dallas
212 Main St.
Lake Dallas, TX 75065
940-497-2226

EXECUTED duplicate originals on this

EXECUTED duplicate originals on this

Date: _____

Date: _____

Approved as to content:

Approved as to content:

Denton County Sheriff's Office

Lydia Alvarado, Interim Chief of Police

Approved as to form:

Approved as to form:

Assistant District Attorney
Counsel to the Sheriff

Attorney for Agency

Exhibit A

2025-26 Budget Year
Denton County Sheriff's Office
911 Dispatch Agreement
Agency Payment Worksheet / Invoice

Agency: Lake Dallas Police Department
Payment Contact Person(s): Luke Olson, City Manager
Phone Number: 940-497-2226
Email: finance@lakedallas.com
Address: 212 Main Street
City, State, Zip: Lake Dallas, TX 75065

		\$39,986.02	PD
AGENCY TOTAL AMOUNT DUE	\$	39,986.02	

THIS INVOICE/WORKSHEET SHOULD BE INCLUDED WITH YOUR PAYMENT

Makes checks payable to: Denton County

911 Dispatch Agreement Payments
Denton County Sheriff's Office
Mail Payments to: Attn: Sherry Cochran
127 N. Woodrow Lane
Denton, Texas 76205

Payment Plan Options	One Annual Payment (100%)	☐
	Two Payments (50%)	☐
	Four Payments (25%)	☐
	Twelve Monthly Payments	☐

Agency MUST select one payment option

Exhibit B

TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS)
NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT 2025-2026

Twenty-Four Hour Terminal Agency	DENTON COUNTY SHERIFF'S OFFICE
Non Twenty-Four Hour Terminal Agency	Lake Dallas Police Department

This document constitutes an agreement between the following parties:

The Twenty-Four Hour Terminal Agency agrees to make entries into the Texas Crime Information Center (TCIC) and the National Crime Information Center (NCIC) computers for the Non Twenty-Four Hour Terminal Agency.

All records must be entered with the Twenty-Four Hour Agency's ORI, and all case reports and original warrants must be held at the Twenty-Four Hour Agency for hit confirmation purposes.

The Non Twenty-Four Hour Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.

The Twenty-Four Hour Agency reserves the right to suspend service to the Non Twenty-Four Hour Agency which may include canceling of records entered for the Non Twenty-Four Hour Agency when applicable policies are violated. The Twenty-Four Hour Agency may reinstate service following such instances upon receipt of satisfactory assurances that such violations have been corrected.

In order to comply with NCIC policies established by the NCIC Advisory Policy Board, the Non Twenty-Four Hour Agency agrees to maintain accurate records of all TCIC/NCIC entries made through the Twenty-Four Hour Agency and to immediately notify the Twenty-Four Hour Agency of any changes in the status of those reports to include the need for cancellation, addition, deletion or modification of information. The Twenty-Four Hour Agency agrees to enter, update and remove all records for the Non Twenty-Four Hour Agency on a timely basis, as defined by NCIC.

In order to comply with NCIC Validation requirements, the Non Twenty-Four Hour Agency agrees to perform all validation procedures as required by NCIC on all records entered through the Twenty-Four Hour Agency.

Either the Twenty-Four Hour Agency or the Non Twenty-Four Hour Agency may, upon thirty days written notice, discontinue this agreement.

To the extent allowed by the laws of the State of Texas, the Non Twenty-Four Hour Agency agrees to indemnify and save harmless the Twenty-Four Hour Agency as well as the DPS, its Director and employees from and against all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrests or imprisonment or any cause of the Non Twenty-Four Hour Agency or its employees in the exercise of the enjoyment of this Agreement.

In witness whereof, the parties hereto caused this agreement to be executed by the proper officers and officials.

DENTON COUNTY SHERIFF'S OFFICE

AGENCY

Signature: _____

By: **Tracy Murphree**

Title: **Denton County Sheriff**

Date: _____

Signature: _____

By: **Lydia Alvarado**

Title: **Interim Chief of Police**

Date: _____