



Town of Double Oak
Town Council – Special Called
Public Meeting

Double Oak Town Hall
320 Waketon Road, Double Oak
TX 75077

Thursday, June 3, 2021
4:00 p.m.

OUT OF RESPECT FOR ALL THOSE IN ATTENDANCE, PLEASE REFRAIN FROM TALKING TO OTHER MEMBERS OF THE AUDIENCE DURING THE MEETING

- I. Opening: Call to Order
Roll Call
- II. Citizen Comments
- III. New business agenda (consideration and action):
 1. Discussion, consideration, and action on minutes of May 17, 2021.
Presentation: Town Secretary Eileen Kennedy
 2. Discussion, consideration, and action on approving Amendment No. 2 Interlocal Cooperation Agreement between Denton County, Texas, and the Town Of Double Oak, Texas for the Waketon Road Reconstruction Project.
Presentation: Mayor Von Beougher
 3. Discussion, consideration, and action on an interlocal cooperation agreement for shared governance communications & dispatch services system between Denton County Sheriff and the Double Oak Police Department.
Presentation: Police Chief Ruben Rivas
 4. Council – staff announcements and comments:
 5. Adjournment

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 Town Attorney, or on any other item covered under the code, on any agenda item listed herein.

The Town of Double Oak reserves the right to reconvene, recess or realign the Regular Session or called Executive Session or order of business at any time prior to adjournment.

I certify that the above notice of meeting was posted by Friday, May 28, 2021 by 4:00 p.m. on:

- 1) Bulletin boards located in the Town Hall Parking Lot at 320 Waketon Road, Double Oak, Texas
- 2) On the Town's website (<https://doubleoak.texas.gov>)

Eileen Kennedy

Town Secretary

PUBLIC PARTICIPATION If you wish to address the Council, please sign the "CITIZENS WHO WISH TO SPEAK TO THE TOWN COUNCIL" sheet before the meeting begins. Pursuant to Section 551.007 of the Texas Government Code, citizens wishing to address the Council for items listed as public hearings will be recognized when the public hearing is opened. For citizens wishing to speak on a non-public hearing item, they may either address the Council during the Citizen Comments portion of the meeting or when the item is considered by the Town Council.

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the Town Secretary's office at 972.539.9464, fax 972.539.9613 or email to eileen.kennedy@doubleoak.texas.gov for additional information.

UNAPPROVED-NOT FOR PUBLICATION

STATE OF TEXAS
COUNTY OF DENTON
TOWN OF DOUBLE OAK

The Double Oak Town Council met in a regular session at 7:00 p.m. May 17, 2021 with the following members present to-wit:

Mike Donnelly	Mayor
Joe Dent	Mayor Pro-Tem
Billie Garrett	Deputy Mayor Pro-Tem
Anita Nelson	Council Member
Scott Whisenhunt	Council Member
Von Beougher	Council Member

Town Secretary Eileen Kennedy, Assistant Town Secretary Lynn Jones, Police Chief Ruben Rivas, and Administration Town Clerk Brian Shults were also in attendance.

The Mayor Donnelly called the meeting to order at 7:04 p.m.

Bobby Dollak gave the invocation and Council Member Billie Garrett lead the Pledge of Allegiance to the American and Texas flags.

II. Citizens comments

None

III. Consent Agenda - All consent agenda items listed are considered to be routine by the Town Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda. Information concerning consent agenda items is available for public review.

1. Consideration on minutes of May 3, 2021
2. Consideration on minutes of May 11, 2021

Motion Whisenhunt, second Beougher to approve the minutes from May 3, 2021.

AYE: Garrett, Nelson, Beougher, Whisenhunt
NAY: None
ABSTAIN: Dent

Motion carried

Motion Whisenhunt, second Dent to approve the minutes from May 11, 2021.

AYE: Beougher, Garrett, Dent, Whisenhunt, Nelson
NAY: None
ABSTAIN: None

Motion carried

IV. New business agenda (consideration and action):

3. Administer Oath of Office to Mayor-Elect Von Beougher

Administer Oath of Office to Mayor-Elect Von Beougher by Town Secretary Eileen Kennedy.

4. Administer Oath of Office to Council Member-Elect Scott Whisenhunt

Administer Oath of Office to Council Member-Elect Scott Whisenhunt by Town Secretary Eileen Kennedy.

5. Administer Oath of Office to Council Member-Elect Casey Garrison Parsons

Administer Oath of Office to Council Member-Elect Casey Garrison Parsons by Town Secretary Eileen Kennedy.

The new council took their seats.

6. Discussion, consideration, and action on selection of Mayor Pro-Tem

Motion Dent, second Nelson to select Billie Garrett as Mayor Pro-Tem.

AYE: Dent, Whisenhunt, Nelson, Parsons
NAY: None
ABSTAIN: Garrett

Motion carried

7. Discussion, consideration, and action on selection of Deputy Mayor Pro-Tem

Motion Whisenhunt, second Dent to select Anita Nelson Deputy Mayor Pro-Tem.

AYE: Whisenhunt, Garrett, Parsons, Dent
NAY: None
ABSTAIN: Nelson

Motion carried

8. Discussion, consideration, and action on approving a revised interlocal funding agreement with Denton County for the Waketon Road reconstruction project.

No action taken

9. Discussion, consideration, and action on request to hold the 11th Annual Thanksgiving Day Turkey Trot.

Motion Whisenhunt, second Nelson to approve the 11th Annual Thanksgiving Day Turkey Trot in Double Oak.

AYE: Nelson, Dent, Whisenhunt, Garrett, Parsons

NAY: None

ABSTAIN: None

Motion carried

10. Council – staff announcements and comments:

11. Adjournment

With no further business to come before the Council, motion Whisenhunt, Dent second, the meeting was adjourned at 7:54 p.m.

Eileen Kennedy, Town Secretary

Von Beougher, Mayor

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

**AMENDMENT NO. 2 TO INTERLOCAL COOPERATION AGREEMENT BETWEEN
DENTON COUNTY, TEXAS, AND THE TOWN OF DOUBLE OAK, TEXAS**

THIS AMENDMENT NO. 2 to the Interlocal Cooperation Agreement is made and entered into by and between Denton County, Texas (“the County”), and the Town of Double Oak, Texas (“the Town”). The County and the Town are collectively referred to herein as “the Parties.”

WHEREAS, on December 29, 2009, the Parties entered into an Interlocal Cooperation Agreement (“the original Agreement”), under Denton County Commissioners Court Order Number 09-0967, for Professional Design Services to reconstruct Waketon Road from a 2-lane roadway to a 2-lane concrete roadway from Cross Timbers Road east to Chinn Chapel Road (“the Project”), located within the corporate limits of the Town and located in Denton County Commissioner Precinct #4, with the County agreeing to contribute an amount not to exceed ONE HUNDRED NINETY-TWO THOUSAND TWO HUNDRED THIRTY-SEVEN AND 40/100 DOLLARS (\$192,237.40) toward satisfactory completion of the Project; and

WHEREAS, on April 4, 2017, the County and the Town entered into Amendment No. 1 to Interlocal Cooperation Agreement, under Denton County Commissioners Court Order Number 17-0281, for the design, construction, right-of-way acquisition and drainage improvements for a 3-lane, undivided roadway (2-lane with center turn-lane) on Waketon Road from Cross Timbers Road east to Chinn Chapel Road, with the County agreeing to contribute an additional amount of TWO MILLION SEVEN HUNDRED SEVENTY FOUR THOUSAND SIX HUNDRED SIXTY SEVEN AND 47/100 DOLLARS (\$2,774,667.47), for a total revised project cost not to exceed TWO MILLION NINE HUNDRED SIXTY-SIX THOUSAND NINE HUNDRED FOUR AND 87/100 DOLLARS (\$2,966,904.87).

WHEREAS, the Parties to the original Agreement now intend to amend the original Agreement and Amendment No. 1 to the original Agreement, in order to reflect an increase in the financial contribution of the County and the Town toward satisfactory completion of the Project,

which shall be memorialized in this document as Amendment No. 2 to Interlocal Agreement between the County and the Town; and

NOW, THEREFORE, the County and the Town for the mutual covenants and agreements contained in the original Agreement and as contained herein, and for the other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree to amend Section III of the original Agreement and Amendment No. 1 of the original Agreement to reflect the change in the Project description and an increase in the financial contribution of the County and the Town toward satisfactory completion of the Project. All other terms and conditions of the original Agreement are hereby affirmed by the Parties. The amended portion of the original Agreement is as follows:

AMENDED SECTION III.

The County and the Town hereby agree that Amendment No. 2 will amend the original Agreement and Amendment No. 1 to the original Agreement to provide additional funding for the Waketon Road Project in the amount of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00). The County and the Town hereby agree that the scope shall be to provide for the design, right-of-way acquisition, drainage improvements, construction, construction inspection and materials testing. The Town hereby agrees to pay an amount which shall not exceed ONE HUNDRED THOUSAND DOLLARS AND NO/100 DOLLARS (\$100,000.00) toward satisfactory completion of the Project, before the County will pay any of their pledged amount not to exceed FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00) and the County will retain any unspent amounts out of the County contribution, if any. The Town will be responsible for the first ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) of construction costs, which shall be documented on the billing for the construction invoices shall be provided to Denton County Auditor c/o Mr. Jeff May, 401 W. Hickory, Suite 423, Denton, Texas 76201, with copies to Innovative Transportation Solutions c/o Mr. John Polster, 2701 Valley View Lane, Farmers Branch, Texas 75234. The total revised cost for the Waketon Road Project will be increased to an amount which shall not exceed THREE MILLION FOUR HUNDRED SIXTY-SIX THOUSAND NINE HUNDRED FOUR AND 87/100 DOLLARS (\$3,466,904.87), which includes the Town of Double Oak's contribution of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00).

This Amendment No. 2 to the original Interlocal Cooperation Agreement and Amendment No. 1 to the original Agreement shall replace and supersede Section III of the original Agreement and Amendment No. 1 to the original Agreement between the Parties. **All other provisions of the original Agreement and Amendment No. 1 shall remain in full force and effect unless modified by subsequent written amendment signed by both of the Parties to the original Agreement.**

This Agreement may be executed in multiple counterparts, attached to the original Agreement, and shall collectively constitute an Amendment to the original Agreement. All other terms and conditions of the original Agreement are hereby affirmed by the Parties.

EXECUTED this _____ day of _____, 2021.

DENTON COUNTY, TEXAS
110 West Hickory Street, 2nd Floor
Denton, Texas 76201

TOWN OF DOUBLE OAK, TEXAS
320 Waketon Road
Double Oak, Texas 75077

Honorable Andy Eads
Denton County Judge

Honorable Von Beougher
Mayor of the Town of Double Oak, Texas

ATTEST:

ATTEST:

County Clerk

Town Secretary

AUDITOR'S CERTIFICATE

I hereby certify that additional Denton County funds are available in the amount of FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00) to accomplish and pay for the obligation of Denton County, Texas, toward satisfactory completion of the Waketon Road Project under Amendment No. 2 to the Agreement for a total revised Denton County contribution, toward satisfactory completion of the Project, in an amount not to exceed THREE MILLION FOUR HUNDRED SIXTY-SIX THOUSAND NINE HUNDRED FOUR AND 87/100 DOLLARS (\$3,466,904.87), which includes the Town of Double Oak's contribution of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00).

Jeff May, Denton County Auditor

**APPROVAL OF AMENDMENT NO. 2 TO THE INTERLOCAL COOPERATION
AGREEMENT BETWEEN DENTON COUNTY, TEXAS, AND THE TOWN OF DOUBLE OAK**

Denton County, Texas, acting by and through the Denton County Commissioners Court, having been advised of the Project, hereby agrees to amend Section III of the Interlocal Cooperation Agreement which was approved on December 29, 2009, under Denton County Commissioners Court Order Number 09-0967, amended by Amendment No. 1 to the original Agreement on April 4, 2017, under Denton County Commissioners Court Order Number 17-0281.

Amendment No. 2 will amend the original Agreement and Amendment No. 1 to the original Agreement to provide additional funding for the Waketon Road Project in the amount of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00). The County and the Town hereby agree that the scope shall be to provide for the design, right-of-way acquisition, drainage improvements, construction, construction inspection and materials testing. The Town hereby agrees to pay an amount which shall not exceed ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) toward satisfactory completion of the Project, before the County will pay any of their pledged amount not to exceed FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00) and the County will retain any unspent amounts out of the County contribution, if any. The new Denton County commitment toward satisfactory completion of the Waketon Road Project will be increased to an amount which shall not exceed THREE MILLION FOUR HUNDRED SIXTY-SIX THOUSAND NINE HUNDRED AND FOUR AND 87/100 DOLLARS (\$3,466,904.87), which includes the Town of Double Oak's contribution of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00).

All other terms and conditions and provisions of the original Agreement are hereby affirmed by the Parties and shall remain in full force and effect unless modified by a subsequent written amendment signed by all of the Parties to the original Agreement.

Denton County, Texas, hereby gives its specific written approval of the Parties prior to beginning the Project in satisfaction of the requirements of the Interlocal Cooperation Act, Texas Government Code Chapter 791.

By vote on this date, the Denton County Commissioners Court has approved the Project identified above and authorized execution of this document by the presiding officer of the Denton County Commissioners Court.

Date: _____

By: _____
Presiding Officer of the Denton
County Commissioners Court

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: Double Oak 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, 2021** and ending on **September 30, 2022**.

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. **EXIBITS.** 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 110 West Hickory, Room #207 Denton, Texas 76201
	2	Denton County Sheriff Denton County Sheriff's Office 127N. Woodrow Lane Denton, Texas 76205
	3	Assistant District Attorney Counsel to the Sheriff 127N. Woodrow Lane Denton, Texas 76205

Name of Agency:	Double Oak Police Department
Contact Person	Chief Ruben Rivas
Address	320 Waketon Rd.
City, State, Zip	Double Oak, TX 75077
Telephone	972-355-5995
Email	ruben.rivas@doubleoak.texas.gov

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 Sheriffs 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
110 West Hickory, Room #207
Denton, Texas 76201
(940)349-2820

Ruben Rivas, Chief

Double Oak Police Department

320 Waketon Rd.

Double Oak, TX 75077

972-355-5995

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

Agency

Approved as to form:

Approved as to form:

Assistant District Attorney
Counsel to the Sheriff

Attorney for Agency

Exhibit A

2021-22 Budget Year
Denton County Sheriff's Office
Communications Agreement
Agency Payment Worksheet

Agency:	Double Oak Police Department
Chief	Ruben Rivas and/or Eileen Kennedy,
Payment Contact Person:	Town Secretary
Phone Number:	972-539-9464
Email:	ruben.rivas@doubleoak.texas.gov
Address:	320 Waketon Rd.
City, State, Zip	Double Oak, TX 75077
AGENCY TOTAL AMOUNT DUE	\$ 4,526.00

Agency Should Include this Worksheet with Each Payment Sent to Denton County.

Make checks payable to:	Denton County
Mail payments to:	Communications Agreement Payments Denton County Auditor 401 W. Hickory, Suite 423 Denton, Texas 76201-9026

Payment Plan Options

Agency MUST
Select One
Payment Option

- | | |
|---|--------------------------|
| 1 | One Annual Payment {100% |
| 2 | Two Payments {50% |
| 3 | Four Payments {25% |
| 4 | Twelve Monthly Payments |
| 5 | Other Payment Option |

Exhibit B

TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS) NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT 2021-2022

Twenty-Four Hour Terminal Agency	DENTON COUNTY SHERIFF'S OFFICE
Non Twenty-Four Hour Terminal Agency	Double Oak 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: _____

Signature: _____

By: Tracy Murphree

By: Ruben Rivas

Title: Denton County Sheriff

Title: Chief of Police

Date: _____

Date: _____