

****PUBLIC NOTICE****



CITY COUNCIL REGULAR SESSION

Thursday, May 15, 2025 at 5:45 PM

City Hall | 3300 Corinth Parkway

View live stream: www.cityofcorinth.com/remotesession

Pursuant to section 551.127, Texas Government Code, one or more council members or employees may attend this meeting remotely using videoconferencing technology.

A. NOTICE IS HEREBY GIVEN of a Regular Meeting of the Corinth City Council.

B. CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE & TEXAS PLEDGE

C. PROCLAMATIONS AND PRESENTATIONS

- [1.](#) Formal swearing-in of Council Members, Places 2 and 3.
- [2.](#) Proclamation to recognize resident Laurel Steger on receiving the Girl Scout Gold Award.
- [3.](#) Proclamation recognizing the services and sacrifices of Corinth Police Officers during National Police Week.
- [4.](#) Life Saving Presentations for Officer Elsey, Officer Loftin, Officer Mullinax, and Officer Reyna from two calls for emergency service on March 1, 2025, and April 11, 2025.

D. CITIZENS COMMENTS

Please limit your comments to three minutes. Comments about any of the Council agenda items are appreciated by the Council and may be taken into consideration at this time or during that agenda item. Council is prohibited from acting on or discussing items brought before them at this time.

E. CONSENT AGENDA

All matters listed under the consent agenda are considered to be routine and will be enacted in one motion. Should the Mayor or a Council Member desire discussion of any item, that item will be removed from the Consent Agenda and will be considered separately.

- [5.](#) Consider and act on minutes from the May 1, 2025, City Council Meeting.
- [6.](#) Consider and act on an Interlocal Agreement between Denton County and the City of Corinth, on behalf of the Public Works Department, for use of Denton County's radio communications system, Tier 1, for fiscal year 2025-2026, in an amount not to exceed \$2,496.
- [7.](#) Consider and act on an Interlocal Agreement between Denton County and the City of Corinth, on behalf of the Police Department, for use of Denton County's radio communications system, Tier 3, for fiscal year 2025-2026, in an amount not to exceed \$6,984.
- [8.](#) Consider and act on an Interlocal Agreement between Denton County and the City of Corinth on behalf of the Lake Cities Fire Department (LCFD) for use of Denton County's radio communications system, Tier 3, for fiscal year 2025-2026, in an amount not to exceed \$7,848.

9. Consider and act on an Interlocal Agreement between Denton County and the City of Corinth on behalf of the Police Department for Shared Governance Communications and Dispatch Services for fiscal year 2025-2026.

10. Consider and act on an Interlocal Agreement between Denton County and the City of Corinth on behalf of the Lake Cities Fire Department for Shared Governance Communications and Dispatch Services for fiscal year 2025-2026.

F. BUSINESS AGENDA

11. Discuss and consider approval of the Mayor Pro Tem.

12. Consider and act on a Resolution authorizing the Mayor to enter into an agreement with the Texas Department of Transportation (TxDOT) to permit the installation and operation of automated license plate recognition (ALPR) cameras within TxDOT rights-of-way.

G. COUNCIL COMMENTS & FUTURE AGENDA ITEMS

The purpose of this section is to allow each Council Member the opportunity to provide general updates and/or comments to fellow Council Members, the public, and/or staff on any issues or future events. Also, in accordance with Section 30.085 of the Code of Ordinances, at this time, any Council Member may direct that an item be added as a business item to any future agenda.

H. EXECUTIVE SESSION**

In accordance with Chapter 551, Texas Government Code, Section 551.001, et seq., (the "Texas Open Meetings Act"), the City Council will recess into Executive Session (closed meeting) to discuss the following items. Any necessary final action or vote will be taken in public by the City Council in accordance with this agenda.

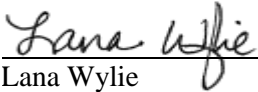
Section 551.071 - Legal Advice. (1) Private consultation with its attorney to seek advice about pending or contemplated litigation; and/or settlement offer; and/or (2) a matter in which the duty of the attorney to the government body under the Texas Disciplinary Rules of Professional Conduct of the State of Texas clearly conflict with Chapter 551.

I. RECONVENE IN OPEN SESSION TO TAKE ACTION, IF NECESSARY, ON EXECUTIVE SESSION ITEMS

J. ADJOURN

**The City Council reserves the right to recess into closed session at any time during the course of this meeting to discuss any of the matters posted on this agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Section 551.071, "Consultation with Attorney" for the purpose of receiving legal advice.

Posted on this 12th day of May 2025, at 5:00 P.M., on the bulletin board at Corinth City Hall.



Lana Wylie
City Secretary
City of Corinth, Texas



CITY OF CORINTH

Staff Report

Meeting Date:	5/15/2025	Title:	Election Swearing-in
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<div> <input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation </div> <div> <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 </div> <div> <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 </div> <div> <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission </div>		

Item/Caption

Formal swearing-in of Council Members Places 2 and 3.

Item Summary/Background/Prior Action

On May 3, 2025, the City’s General Election was held under the provisions of the City Charter and the Election Code to elect Council Members to Places 2 and 3, to the City Council of the City of Corinth, Texas.

The City Council is scheduled to canvass the results of the May 4 General Election during a Special Session on Tuesday, May 13, 2025.

Financial Impact

N/A

Staff Recommendation/Motion

N/A



CITY OF CORINTH

Staff Report

Meeting Date:	5/15/2025	Title:	Proclamation Girl Scout Gold Award – Laurel Steger
Strategic Goals:	<div><input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development</div> <div><input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development</div>		
Owner Support:	<div><input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation</div> <div><input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2</div> <div><input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3</div> <div><input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission</div>		

Item/Caption

Proclamation to recognize resident Laurel Steger on receiving the Girl Scout Gold Award.



PROCLAMATION

Girl Scout Gold Award – Laurel Steger

- WHEREAS,** *Laurel Steger is a member of Girl Scout Troop 7580 and a resident of the City of Corinth; and*
- WHEREAS,** *Girl Scouts are committed to making the world a better place by being honest, fair, friendly, helpful, considerate, caring, courageous, and strong, as decreed by Girl Scout Law; and*
- WHEREAS,** *Laurel will be receiving the Girl Scout Gold Award, the highest level of achievement in Girl Scouting, for her “take action” project entitled “Remembering the Moments: Alzheimer’s Decade Boards”; and*
- WHEREAS,** *The project benefited residents at the Eagle Ridge Alzheimer’s Special Care Center by reconnecting them with the past and engaging them in meaningful conversations and activities through decade-themed sessions led by Laurel that combined history, crafts, movement-based games, music, and themed snacks; and*
- WHEREAS,** *Laurel’s project and the materials she created will be shared with additional senior communities, expanding the positive impact of her work and further promoting the values and mission of the Girl Scouts of Northeast Texas.*

THEREFORE, BE IT RESOLVED that I, Bill Heidemann, Mayor of the City of Corinth, and the Corinth City Council congratulate Laurel on this significant achievement and applaud her for her dedication to public service and Girl Scouting.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal to be affixed, this the 15th day of May, 2025.

Bill Heidemann, Mayor
City of Corinth, Texas



CITY OF CORINTH

Staff Report

Meeting Date:	5/15/2025	Title:	Proclamation National Police Week
Strategic Goals:	<div><input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development</div> <div><input type="checkbox"/> Health & Safety <input type="checkbox"/>Regional Cooperation <input type="checkbox"/>Attracting Quality Development</div>		
Owner Support:	<div><div><input type="checkbox"/> Planning & Zoning Commission</div><div><input type="checkbox"/> Parks & Recreation Board</div><div><input type="checkbox"/> Finance Audit Committee</div><div><input type="checkbox"/> Keep Corinth Beautiful</div></div> <div><div><input type="checkbox"/> Economic Development Corporation</div><div><input type="checkbox"/> TIRZ Board #2</div><div><input type="checkbox"/> TIRZ Board #3</div><div><input type="checkbox"/> Ethics Commission</div></div>		

Item/Caption

Proclamation recognizing the services and sacrifices of Corinth Police Officers during National Police Week.



PROCLAMATION

To recognize National Police Week 2025 and to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.

WHEREAS, *in 1962, President Kennedy proclaimed May 15 as National Peace Officers Memorial Day and the calendar week in which May 15 falls, as National Police Week. Established by a joint resolution of Congress in 1962, National Police Week pays special recognition to law enforcement officers who have lost their lives in the line of duty for the safety and protection of others; and*

WHEREAS, *May 15 is Nationally observed as Peace Officers Memorial Day in honor of the Federal, State, and Municipal officers who, through their courageous deeds, made the ultimate sacrifice in service to their community or became disabled in the line of duty; and*

WHEREAS, *law enforcement officers of the City of Corinth Police Department work devotedly and selflessly on behalf of our residents, provide aid to the residents of the Lake Cities, selflessly risking their lives to protect individuals, families, neighborhoods, and property against crime; and*

WHEREAS, *the Corinth Police Department, past and present, who, by their faithful and loyal dedication to their responsibilities, have rendered dedicated service to the community.*

Now, Therefore, *I, Bill Heidemann, Mayor, hereby proclaim May 11-17, 2025, as Police Week in the City of Corinth, and salute the service of law enforcement officers in our community and in communities across the nation.*

Signed this 15th day of May 2025.

*Bill Heidemann, Mayor
City of Corinth, Texas*



CITY OF CORINTH

Staff Report

Meeting Date:	5/15/2025	Title:	Life Saving Presentations
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input checked="" type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

Item/Caption

Life Saving Presentations for Officer Elsey, Officer Loftin, Officer Mullinax, and Officer Reyna

(Two separate incidents)

Item Summary/Background/Prior Action

On March 1, 2025, Officer Elsey performed CPR on a 33 year old male on the basketball courts behind Corinth Elementary School. Officer Elsey’s efforts resuscitated the male and after an extended stay in a local hospital he was able to make a full recovery. (250078145)

On April 11, 2025, Officer Loftin, Officer Mullinax, and Officer Reyna responded to a major motor vehicle accident at the north bound IH35E service road and FM 2181. The three officers worked together to assist a male driver who was pinned in a burning vehicle. Officers remained with the driver and extinguished several fires that threatened the life of the pinned driver and the officers until fire personnel arrived to extricate him from the vehicle. (250134481)

Financial Impact

N/A

Applicable Policy/Ordinance

N/A

Staff Recommendation/Motion



CITY OF CORINTH

Staff Report

Meeting Date:	5/15/2025	Title:	Minutes Approval of Meeting Minutes
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<div> <input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation </div> <div> <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 </div> <div> <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 </div> <div> <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission </div>		

Item/Caption

Consider and act on minutes from the May 1, 2025, City Council Meeting.

Item Summary/Background/Prior Action

Attached are the minutes, in draft form, and are not considered official until formally approved by the City Council.

Staff Recommendation/Motion

Staff recommends approval of the minutes.



CITY COUNCIL WORKSHOP AND REGULAR SESSION - MINUTES

Thursday, May 01, 2025 at 5:45 PM

City Hall | 3300 Corinth Parkway

View live stream: <https://www.cityofcorinth.com/city-council/page/city-council-workshop-and-regular-session-107>

STATE OF TEXAS COUNTY OF DENTON CITY OF CORINTH

On this, the 1st day of May 2025, the City Council of the City of Corinth, Texas, met at Corinth City Hall at 5:45 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Council Members Present:

Bill Heidemann, Mayor
Sam Burke, Mayor Pro Tem
Scott Garber, Council Member
Lindsey Rayl, Council Member
Tina Henderson, Council Member
Kelly Pickens, Council Member

Staff Members Present:

Scott Campbell, City Manager
Lana Wylie, City Secretary
Patricia Adams, City Attorney
Jesse Hunter, Police Captain
Lee Ann Bunselmeyer, Director of Finance & Strategic Services
Andrea Parker, Communications & Marketing Manager
Sara Thornhill, Communications Specialist
Glenn Barker, Director of Public Works
Melissa Dailey, Director of Development Services
Matthew Lily, Planner
Caroline Seward, Director of Parks & Recreation
Melissa Dolan, Parks, Recreation & Strategic Asset Manager
Haley Koehler, Senior Administrative Assistant
Brenton Copeland, Chief Technology Officer
Derek Dunnam, Technology Services Specialist
Lance Stacy, City Marshal

CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE & TEXAS PLEDGE

Mayor Heidemann called the Regular Meeting to order at 5:45 P.M.

PROCLAMATIONS AND PRESENTATIONS

1. Presentation and proclamation honoring the Corinth Youth Advisory Council.

Council Member Garber read the Proclamation and presented it to the Corinth Youth Advisory Council.

2. Proclamation encouraging all residents to support and celebrate monarch conservation.

Mayor Heidemann read the Proclamation and presented it to staff and the Keep Corinth Beautiful Board.

CITIZENS COMMENTS

Please limit your comments to three minutes. Comments about any of the Council agenda items are appreciated by the Council and may be taken into consideration at this time or during that agenda item. Council is prohibited from acting on or discussing items brought before them at this time.

No citizen comments were made.

CONSENT AGENDA

All matters listed under the consent agenda are considered to be routine and will be enacted in one motion. Should the Mayor or a Council Member desire discussion of any item, that item will be removed from the Consent Agenda and will be considered separately.

3. Consider and act on minutes from the April 17, 2025, City Council Meeting.
4. Consider and act on the appointment of Gilland Chenault as Presiding Municipal Judge for the City of Corinth Municipal Court of Record.
5. Consider and act on the contract appointing James Christopher Abel as Associate Municipal Judge for the City of Corinth Municipal Court of Record.
6. Consider and act on the contract appointing Leslie Lenckus as Associate Municipal Judge for the City of Corinth Municipal Court of Record.
7. Consider and act on the contract appointing Cynthia Burkett as Associate Municipal Judge for the City of Corinth Municipal Court of Record.
8. Consider and act on an Ordinance of the City of Corinth approving an amendment to the fiscal year 2024-2025 budget and annual program of services for the purchase of land; and providing an effective date.
9. Consider and act on a Resolution authorizing the change of authorized representatives for the Texas Local Government Investment Pool (TexPool).
10. Consider and act on a Resolution authorizing the change of authorized representatives for the Texas Short Term Asset Reserve Program (TexSTAR).
11. Consider and act on a three-year contract with Sweeping Corporation of America, LLC for street sweeping services as a result of the competitive bidding process via Request For Proposal #1181 and authorize the City Manager to execute the necessary documents.
12. Consider and act on a contract with RH Borden and Company LLC for a Sewer I&I assessment in the amount of \$147,087 as a result of the competitive bidding process via Request For Proposal 2025-1032 and authorize the City Manager to execute the necessary documents.
13. Consider and act on a construction contract with Wilson Contractor Services, LLC for the relocation of City water and wastewater utilities in advance of the TXDOT I-35 at Lake Sharon Drive Overpass Project as a result of the competitive bidding process via Request For Proposal 1179 in the amount of \$2,307,766 and authorize a contingency of 25% for a total amount to \$2,884,707, and authorize the City Manager to execute the necessary documents.

Motion made by Council Member Garber: I move to approve the Consent Agenda. Seconded by Mayor Pro Tem Burke.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Rayl, Council Member Henderson, Council Member Pickens

BUSINESS AGENDA

14. Consider and act on a lease agreement with New Cingular Wireless PCS, LLC (AT&T) for antenna space on the City of Corinth water tower located at 3011 Parkridge Drive and authorize the City Manager to execute the necessary documents.

Motion made by Council Member Henderson: I move to approve the lease agreement with New Cingular Wireless PCS, LLC (AT&T) for antenna space on the City of Corinth water tower located at 3011 Parkridge Drive and authorize the City Manager to execute the necessary documents. Seconded by Council Member Rayl.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Rayl, Council Member Henderson, Council Member Pickens

15. Consider and act on a cooperative purchase utilizing the City of Denton Contract with Floyd Smith Concrete for \$326,012 to complete the Robinson Rd project, pursuant to Texas Local Government Code 271.102, and to authorize the City Manager to execute the necessary documents.

Motion made by Council Member Garber: I move to approve the cooperative purchase utilizing the City of Denton Contract with Floyd Smith Concrete for \$326,012 to complete the Robinson Rd project and to authorize the City Manager to execute the necessary documents. Seconded by Council Member Pickens.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Rayl, Council Member Henderson, Council Member Pickens

16. Consider and act on an Interlocal Cooperation Agreement (ILA) between the City of Corinth and Lake Cities Municipal Utility Authority (LCMUA) to upsize an existing 8" waterline to a 12" waterline as part of the Dobbs Road Reconstruction Project.

Motion made by Council Member Garber: I move to approve the ILA between the City of Corinth and Lake Cities Municipal Utility Authority to increase the waterline on Dobbs Road from Kenilworth to S. Shady Shores Road. Seconded by Council Member Henderson.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Rayl, Council Member Henderson, Council Member Pickens

17. Consider and act on an Interlocal Agreement (ILA) with the City of Denton for the lowering and burial of overhead power lines by Denton Municipal Electric (DME) along North Corinth Street adjacent to Agora Park.

Motion made by Mayor Pro Tem Burke: I move to approve the Interlocal Agreement with the City of Denton for the lowering and burial of power lines along North Corinth Street by Denton Municipal Electric in the amount of \$302,654. Seconded by Council Member Pickens.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Rayl, Council Member Henderson, Council Member Pickens

COUNCIL COMMENTS & FUTURE AGENDA ITEMS

The purpose of this section is to allow each Council Member the opportunity to provide general updates and/or comments to fellow Council Members, the public, and/or staff on any issues or future events. Also, in accordance with Section 30.085 of the Code of Ordinances, at this time, any Council Member may direct that an item be added as a business item to any future agenda.

Council Member Pickens

Mayor Heidemann recessed the Regular Session Meeting at 6:17 P.M. and immediately convened into Executive Session.

EXECUTIVE SESSION**

In accordance with Chapter 551, Texas Government Code, Section 551.001, et seq., (the “Texas Open Meetings Act”), the City Council will recess into Executive Session (closed meeting) to discuss the following items. Any necessary final action or vote will be taken in public by the City Council in accordance with this agenda.

Section 551.071 - Legal Advice. (1) Private consultation with its attorney to seek advice about pending or contemplated litigation; and/or settlement offer; and/or (2) a matter in which the duty of the attorney to the government body under the Texas Disciplinary Rules of Professional Conduct of the State of Texas clearly conflict with Chapter 551.

a. Lynchburg Creek

Section 551.087 - Economic Development. To deliberate or discuss regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business project.

a. CoServ Developer Participation and Escrow Agreement

b. 6200 - 6400 Bock South I-35E

RECONVENE IN OPEN SESSION TO TAKE ACTION, IF NECESSARY, ON EXECUTIVE SESSION ITEMS

Mayor Heidemann recessed the Executive Session Meeting at 7:20 P.M. and reconvened into the Regular Meeting at 7:28 P.M.

PUBLIC HEARING

18. Conduct a Public Hearing, consider and act on an Ordinance amending the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, to rezone an approximate 6.2 acres of land, (addressed as 99 Burl Street through 115 Burl Street), Corinth, Texas, from its current zoning of C-2, Commercial District to Planned Development District No. 76, with a base zoning district of SF-4, Single Family.

Mayor Heidemann opened the Public Hearing at 7:32 P.M. and closed it at 7:33 P.M.

John Clickner - 114 Burl Street

Motion made by Council Member Rayl: I move to approve an ordinance amending Case No. ZAPD25-0004 – Gibson Heights Planned Development as presented. Seconded by Council Member Pickens

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Rayl, Council Member Henderson, Council Member Pickens

19. Conduct a Public Hearing, consider and act on an Ordinance amending the Zoning Ordinance of the City of Corinth, each being a part of the Unified Development Code, Subsection 2.09, Zoning Regulations, by amending various sections of 2.09.01 governing Landscaping Regulations for Residential and Nonresidential property, governing Nonresidential Design Elements, and Nonresidential Building Articulation and amending Section 2.07.03, Use Chart, of Subsection 2.07, Zoning Use Regulations to require a Specific Use Permit for institutional patient care facilities in commercial zoning districts C-1 and C-2.

Mayor Heidemann opened the Public Hearing at 7:39 P.M. and immediately closed it.

No comments were made.

Motion made by Council Member Pickens: I move to approve an ordinance amending Unified Development Code (UDC) Section 2, “Zoning Regulations Subsection 2.09.01 Landscape Regulations, Subsection 2.07.03 Use Chart and Subsection 2.09.06 Nonresidential Architectural Standards. Seconded by Council Member Garber.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Rayl, Council Member Henderson, Council Member Pickens

20. Conduct a Public Hearing, consider and act on an Ordinance amending Section 4.50, Master Plans, of the Unified Development Code of the City of Corinth, to amend the City’s 2040 Comprehensive Land Use Plan, Envision Corinth, to adopt the Downtown Corinth Plan 2025.

Mayor Heidemann opened the Public Hearing at 7:42 P.M. and immediately closed it.

No comments were made.

Motion made by Council Member Garber: I move to approve an ordinance amending Case No. ZTA25-0006 as presented. Seconded by Mayor Pro Tem Burke.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Rayl, Council Member Henderson, Council Member Pickens

RECONVENE IN OPEN SESSION TO TAKE ACTION, IF NECESSARY, ON EXECUTIVE SESSION ITEMS

Regarding Executive Session 551.087, Item a. CoServ Developer Participation and Escrow Agreement.

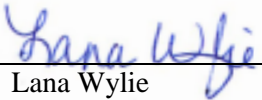
Motion made by Mayor Pro Tem Burke: I move to extend the agreement from 45 days from today's date. Seconded by Council Member Pickens.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Rayl, Council Member Henderson, Council Member Pickens

ADJOURN

Mayor Heidemann adjourned the meeting at 7:43 P.M.

Approved by the Council on the _____ day of _____ 2025.



Lana Wylie
City Secretary
City of Corinth, Texas

DRAFT



CITY OF CORINTH

Staff Report

Meeting Date:	5/15/2025	Title:	Agreement Denton County & City of Corinth Public Works (PW) – Radio Communications System
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input checked="" type="checkbox"/> Health & Safety <input checked="" type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<div> <input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation </div> <div> <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 </div> <div> <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 </div> <div> <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission </div>		

Item/Caption

Consider and act on an Interlocal Agreement between Denton County and the City of Corinth, on behalf of the Public Works Department, for use of Denton County’s radio communications system, Tier 1, for fiscal year 2025-2026, in an amount not to exceed \$2,496.00.

Item Summary/Background/Prior Action

The City of Corinth Public Works Department utilizes the radio-communications system, owned by Denton County. The purpose is providing radio communications supporting governmental operations. The use of the system benefits public health and welfare, promotes efficiency and effectiveness of local governments. The radios are used for City of Corinth events. This is an annual contract between the Corinth Public Works Department and Denton County.

Financial Impact

Exhibit A includes the fees for Tier 1, in the amount of \$2,496 annually.

Staff Recommendation/Motion

Staff recommends approval as presented.

**INTER-LOCAL COOPERATION AGREEMENT BETWEEN DENTON COUNTY AND
THE CITY OF CORINTH PUBLIC WORKS DEPARTMENT 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 Corinth Public Works Department, 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, Corinth Public Works Department 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, Corinth Public Works Department 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 Public Works 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 CORINTH PUBLIC WORKS DEPARTMENT

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

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

3.3 Corinth Public Works Department 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 Corinth Public Works Department 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. Corinth Public Works Department is responsible for all programming of City-owned Subscriber Units.

3.5 Corinth Public Works Department 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 Corinth Public Works Department, 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 Corinth Public Works Department 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 Corinth Public Works Department 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 Corinth Public Works Department. Talk Groups will be established for the City by the County.

4.2 The System Manager will not activate radios on the Corinth Public Works Department Talk Groups nor make changes to the Corinth Public Works Department 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.

FEEES

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 Corinth Public Works Department 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. The Corinth Public Works Department 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 Corinth Public Works Department and supersedes all prior negotiations, representations and/or agreements, either written or oral, between Denton County and Corinth Public Works Department. This Agreement may be amended only by written instrument signed by Denton County and Corinth Public Works Department.

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:	Corinth Public Works Department
Contact Person	Glenn Barker, Director
Address	1200 N. Corinth Street
City, State, Zip	Corinth, TX 76208
Telephone	940-498-7501
Email	Glenn.barker@cityofcorinth.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 CORINTH PUBLIC WORKS
DEPARTMENT, TEXAS:**

BY:

Date:

Bill Heidemann, Mayor
City of Corinth
3300 Corinth Pkwy.
Corinth, TX 76208
940-321-3277

Approved as to content:

Glenn Barker, Director of Public Works

Approved as to form:

Attorney for Agency

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

BY:

Date: _____

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

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: Corinth Public Works
Payment Contact Person(s): Scott Campbell and/or Lana Wylie
Phone Number: 940-498-3242
Email(s): scott.campbell@cityofcorinth.com
lane.wylie@cityofcorinth.com
Address: 3300 Corinth Parkway
City, State, Zip: Corinth, TX 76208

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
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<p><u>Tier 1</u></p> <p>Radio User <i>ONLY</i> - \$4.00 each per month</p>
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Department / Radio Number / Cost		
Public Works	52	\$ 2,496.00
Total Amount Due for FY25-26 =		\$ 2,496.00

Please sign and date below.

Signature of Agency Representative	Title	Date
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CITY OF CORINTH

Staff Report

Meeting Date:	5/15/2025	Title:	Agreement Denton County & Corinth PD – Radio Communications System
Strategic Goals:	<div><input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development</div> <div><input checked="" type="checkbox"/> Health & Safety <input checked="" type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development</div>		
Owner Support:	<div><input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation</div> <div><input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2</div> <div><input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3</div> <div><input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission</div>		

Item/Caption

Consider and act on an Interlocal Agreement between Denton County and the City of Corinth, on behalf of the Police Department, for use of Denton County’s radio communications system, Tier 3, for fiscal year 2025-2026, in an amount not to exceed \$6,984.00.

Item Summary/Background/Prior Action

The City of Corinth Police Department utilizes the radio communications system owned by Denton County. The purpose is to provide radio communications supporting governmental operations. The use of the system benefits public health and welfare, promotes efficiency and effectiveness of local government, and is of mutual concern to all parties.

Financial Impact

Exhibit A indicates that the cost for a Tier 3 user will be \$6,984.00 for the 2025-2026 fiscal year.

Staff Recommendation/Motion

Staff recommends approval as presented.

INTER-LOCAL COOPERATION AGREEMENT BETWEEN DENTON COUNTY AND THE CITY OF CORINTH POLICE DEPARTMENT 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 Corinth Police Department, 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, Corinth Police Department 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, Corinth Police Department 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 CORINTH POLICE DEPARTMENT

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

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

3.3 Corinth Police Department 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 Corinth Police Department 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. Corinth Police Department is responsible for all programming of City-owned Subscriber Units.

3.5 Corinth Police Department 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 Corinth Police Department, 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 Corinth Police Department 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 Corinth Police Department 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 Corinth Police Department. Talk Groups will be established for the City by the County.

4.2 The System Manager will not activate radios on the Corinth Police Department Talk Groups nor make changes to the Corinth Police Department 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.

FEEES

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 Corinth Police Department 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. The Corinth Police Department 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 Corinth Police Department and supersedes all prior negotiations, representations and/or agreements, either written or oral, between Denton County and Corinth Police Department. This Agreement may be amended only by written instrument signed by Denton County and Corinth Police Department.

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:	Corinth Police Department
Contact Person	Police Chief Wendell Mitchell
Address	3501 FM 2181, Suite A
City, State, Zip	Corinth, TX 76210
Telephone	940-279-1500
Email	wendell.mitchell@cityofcorinth.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 CORINTH POLICE DEPARTMENT,
TEXAS:**

BY:

Date:

Bill Heidemann, Mayor
City of Corinth
3300 Corinth Pkwy.
Corinth, TX 76208
940-321-3277

Approved as to content:

Wendell Mitchell, 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: Corinth Police Department
Payment Contact Person(s): Scott Campbell and/or Lana Wylie
Phone Number: 940-498-3242
Email(s): scott.campbell@cityofcorinth.com
lane.wylie@cityofcorinth.com
Address: 3300 Corinth Parkway
City, State, Zip: Corinth, TX 76208

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

Tier 3
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 97	\$	6,984.00
Total Amount Due for FY25-26 =		\$ 6,984.00

Please sign and date below.

Signature of Agency Representative	Title	Date
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CITY OF CORINTH
Staff Report

Meeting Date:	5/15/2025	Title:	Agreement Denton County & Lake Cities Fire Department – Radio Communications System (LCFD)
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input checked="" type="checkbox"/> Health & Safety <input checked="" type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<div> <input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation </div> <div> <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 </div> <div> <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 </div> <div> <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission </div>		

Item/Caption

Consider and act on an Interlocal Agreement between Denton County and the City of Corinth on behalf of the Lake Cities Fire Department (LCFD) for use of Denton County’s radio communications system, Tier 3, for fiscal year 2025-2026, in an amount not to exceed \$7,848.00.

Item Summary/Background/Prior Action

The LCFD utilizes the radio-communications system, owned by Denton County. The purpose is providing radio communications supporting governmental operations. The use of the system benefits public health and welfare, promotes efficiency and effectiveness of local governments, and is of mutual concern to all parties. The County establishes, coordinates and groups the talk groups for the LCFD but will not activate without permission. This is an annual contract between the LCFD and Denton County.

Financial Impact

Exhibit A includes the fees for Tier 1 or Tier 3 options. The LCFD utilizes Tier 3 for their operations with an annual cost of \$7,848.

Staff Recommendation/Motion

Staff recommends approval as presented.

**INTER-LOCAL COOPERATION AGREEMENT BETWEEN DENTON COUNTY AND
THE CITY OF CORINTH - LAKE CITIES FIRE DEPARTMENT 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 Corinth - Lake Cities Fire Department, 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, City of Corinth - Lake Cities Fire Department 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, City of Corinth - Lake Cities Fire Department 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 CORINTH - LAKE CITIES FIRE DEPARTMENT

3.1 City of Corinth - Lake Cities Fire Department shall use the System in accordance with this Agreement to provide integration of communications by City of Corinth - Lake Cities Fire Department between its Users on the System for governmental operations.

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

3.3 City of Corinth - Lake Cities Fire Department 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 City of Corinth - Lake Cities Fire Department 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. City of Corinth - Lake Cities Fire Department is responsible for all programming of City-owned Subscriber Units.

3.5 City of Corinth - Lake Cities Fire Department 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 City of Corinth - Lake Cities Fire Department, 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 City of Corinth - Lake Cities Fire Department 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 the City of Corinth - Lake Cities Fire Department 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 Corinth - Lake Cities Fire Department. Talk Groups will be established for the City by the County.

4.2 The System Manager will not activate radios on the City of Corinth - Lake Cities Fire Department Talk Groups nor make changes to the Corinth - Lake Cities Fire Department 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 the City of Corinth - Lake Cities Fire Department 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 RESPONSIBLEFOR 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. The City of Corinth - Lake Cities Fire Department 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 the City of Corinth - Lake Cities Fire Department and supersedes all prior negotiations, representations and/or agreements, either written or oral, between Denton County and the City of Corinth - Lake Cities Fire Department. This Agreement may be amended only by written instrument signed by Denton County and the City of Corinth - Lake Cities Fire Department.

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:	City of Corinth – Lake Cities Fire Department
Contact Person	Chad Thiessen, Fire Chief
Address	3501 FM 2181, #B
City, State, Zip	Corinth, TX 76210
Telephone	940-279-4590
Email	chad.thiessen@lakecitiesfire.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 CORINTH - LAKE CITIES FIRE DEPARTMENT, TEXAS:

BY:

Bill Heidemann, Mayor
City of Corinth
3300 Corinth Pkwy.
Corinth, TX 76208
940-321-2141

Date:_____

Approved as to content:

Chief Chad Thiessen

Approved as to form:

Attorney for Agency

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

BY:

Date: _____

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

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: Corinth - Lake Cities Fire Department
Payment Contact Person(s): Scott Campbell and/or Lana Wylie
Phone Number: 940-498-3242
Email(s): scott.campbell@cityofcorinth.com
lane.wylie@cityofcorinth.com
Address: 3300 Corinth Parkway
City, State, Zip: Corinth, TX 76208

Agency should include a copy of this invoice with payment

Make checks payable to:	Denton County
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Mail Payments to:	Consolidated Radio Communications Systems Denton County Sheriff's Office Attn: Sherry Cochran 127 N. Woodrow Lane Denton, Texas 76205
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<p><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</p>

Department / Radio Number / Cost		
Fire 109	\$	7,848.00
Total Amount Due for FY25-26 =		\$ 7,848.00

Please sign and date below.

Signature of Agency Representative	Title	Date
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CITY OF CORINTH

Staff Report

Meeting Date:	5/15/2025	Title:	Agreement ILA –Denton County & City of Corinth Police Department – 911 Dispatch FY 2025-2026 (ILA – Shared Governance Communications & Dispatch Services System)
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input checked="" type="checkbox"/> Health & Safety <input checked="" type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

Item/Caption

Consider and act on an Interlocal Agreement between Denton County and the City of Corinth on behalf of the Police Department for Shared Governance Communications and Dispatch Services for fiscal year 2025-2026.

Item Summary/Background/Prior Action

The Police Department has partnered with the Denton County Sheriff's Office for 911 calls and dispatch services since 1994-1995. The County provides 24 hours, 7 days per week support for Corinth, utilizing their staff and equipment. The fee for this service is based on the amount of use.

Financial Impact

For this contract period, the assessed cost is \$88,180, a \$6,276 decrease from the contract for FY 24/25.

Staff Recommendation/Motion

Staff recommends approval as presented.

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: Corinth 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:	Corinth Police Department
Contact Person	Police Chief Wendell Mitchell
Address	3501 FM 2181, Suite A
City, State, Zip	Corinth, TX 76210
Telephone	940-279-1500
Email	Wendell.Mitchell@cityofcorinth.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

Bill Heidemann, Mayor
City of Corinth
3300 Corinth Pkwy.
Corinth, TX 76208
940-321-3277

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

Wendell Mitchell, 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: City of Corinth Police Department
Payment Contact Person(s): Chief Mitchell and/or Lana Wylie
Phone Number: 940-498-3280
Email: Wendell.Mitchell@cityofcorinth.com
lane.wylie@cityofcorinth.com
Address: 3900 Corinth Parkway
City, State, Zip: Corinth, TX 76208

		\$88,179.46 PD
AGENCY TOTAL AMOUNT DUE	\$	88,179.46

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%)	<input type="checkbox"/>
	Two Payments (50%)	<input type="checkbox"/>
	Four Payments (25%)	<input type="checkbox"/>
	Twelve Monthly Payments	<input type="checkbox"/>

Agency MUST select one payment option

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	Corinth 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: **Wendell Mitchell**

Title: **Chief of Police**

Date: _____



CITY OF CORINTH
Staff Report

Meeting Date:	5/15/2025	Title:	Agreement ILA – Denton County & Lake Cities Fire Department – 911 Dispatch FY 2025-2026 (ILA – Shared Governance Communications & Dispatch Services System)	
Strategic Goals:	<div><input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development</div> <div><input checked="" type="checkbox"/> Health & Safety <input checked="" type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development</div>			
Owner Support:	<div><div><input type="checkbox"/> Planning & Zoning Commission</div><div><input type="checkbox"/> Parks & Recreation Board</div><div><input type="checkbox"/> Finance Audit Committee</div><div><input type="checkbox"/> Keep Corinth Beautiful</div></div> <div><div><input type="checkbox"/> Economic Development Corporation</div><div><input type="checkbox"/> TIRZ Board #2</div><div><input type="checkbox"/> TIRZ Board #3</div><div><input type="checkbox"/> Ethics Commission</div></div>			

Item/Caption

Consider and act on an Interlocal Agreement between Denton County and the City of Corinth on behalf of the Lake Cities Fire Department for Shared Governance Communications and Dispatch Services for fiscal year 2025-2026.

Item Summary/Background/Prior Action

Denton County currently services the needs of the Lake Cities Fire Department as it relates to 911, dispatch, and communication services that allows the fire department to be notified of and mitigate calls for service. The County has the equipment and personnel to perform these services; the Lake Cities Fire Department and the City of Corinth do not have the ability to operate our own 911 communication center. There are numerous FTE's and equipment required to support a communication center. The services provided by the county are shared with many fire departments throughout the county which reduces cost.

Financial Impact

The assessed cost is \$43,582, a \$2,503 decrease from the agreement for FY 24/25.

Staff Recommendation/Motion

Staff recommends approval as presented.

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: City of Corinth - Lake Cities Fire 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:	City of Corinth – Lake Cities Fire Department
Contact Person	Chad Thiessen, Fire Chief
Address	3501 FM 2181, #B
City, State, Zip	Corinth, TX 76210
Telephone	940-279-4590
Email	chad.thiessen@lakecitiesfire.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

Bill Heidemann, Mayor
City of Corinth
3300 Corinth Pkwy.
Corinth, TX 76208
940-321-2141

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

Chad Thiessen, Fire Chief

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: City of Corinth - Lake Cities Fire Department
Payment Contact Person(s): Chief Thiessen, Scott Campbell
and/or Lana Wylie
Phone Number: 940-498-3242
Email: chad.thiessen@lakecitiesfire.com
scott.campbell@cityofcorinth.com
lane.wylie@cityofcorinth.com
Address: 3300 Corinth Parkway
City, State, Zip: Corinth, TX 76208

	\$43,581.69	FD
AGENCY TOTAL AMOUNT DUE	\$43,581.69	

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%)	<input type="checkbox"/>
	Two Payments (50%)	<input type="checkbox"/>
	Four Payments (25%)	<input type="checkbox"/>
	Tweleve Monthly Payments	<input type="checkbox"/>

Agency MUST select one payment option

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	City of Corinth - Lake Cities Fire Department

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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

N/A

N/A

By: Tracy Murphree

By: _____

Title: Denton County Sheriff

Title: _____

Date: _____

Date: _____



CITY OF CORINTH

Staff Report

Meeting Date:	5/15/2025	Title:	Appointment Mayor Pro Tem
Strategic Goals:	<div><input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development</div> <div><input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development</div>		
Owner Support:	<div><input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation</div> <div><input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2</div> <div><input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3</div> <div><input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission</div>		

Item/Caption

Discuss and consider approval of the Mayor Pro Tem.

Item Summary/Background/Prior Action

Per City Charter, Section 3.01(F), the City Council shall take action to appoint one of its members to serve as Mayor Pro Tem in accordance with a policy adopted by the City Council. The Mayor Pro Tem shall perform all the duties of the Mayor in the absence or disability of the Mayor. Appointment of the Mayor Pro Tem shall take place at the first regular meeting of the Council after each general election for office of the City Council or as soon thereafter as practicable.



CITY OF CORINTH
Staff Report

Meeting Date:	5/15/2025	Title:	Resolution with the Texas Department of Transportation (TxDOT)								
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input checked="" type="checkbox"/> Health & Safety <input checked="" type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development										
Owner Support:	<table><tr><td><input type="checkbox"/> Planning & Zoning Commission</td><td><input type="checkbox"/> Economic Development Corporation</td></tr><tr><td><input type="checkbox"/> Parks & Recreation Board</td><td><input type="checkbox"/> TIRZ Board #2</td></tr><tr><td><input type="checkbox"/> Finance Audit Committee</td><td><input type="checkbox"/> TIRZ Board #3</td></tr><tr><td><input type="checkbox"/> Keep Corinth Beautiful</td><td><input type="checkbox"/> Ethics Commission</td></tr></table>			<input type="checkbox"/> Planning & Zoning Commission	<input type="checkbox"/> Economic Development Corporation	<input type="checkbox"/> Parks & Recreation Board	<input type="checkbox"/> TIRZ Board #2	<input type="checkbox"/> Finance Audit Committee	<input type="checkbox"/> TIRZ Board #3	<input type="checkbox"/> Keep Corinth Beautiful	<input type="checkbox"/> Ethics Commission
<input type="checkbox"/> Planning & Zoning Commission	<input type="checkbox"/> Economic Development Corporation										
<input type="checkbox"/> Parks & Recreation Board	<input type="checkbox"/> TIRZ Board #2										
<input type="checkbox"/> Finance Audit Committee	<input type="checkbox"/> TIRZ Board #3										
<input type="checkbox"/> Keep Corinth Beautiful	<input type="checkbox"/> Ethics Commission										

Item/Caption

Consider and act on a Resolution authorizing the Mayor to enter into an agreement with the Texas Department of Transportation (TxDOT) to permit the installation and operation of automated license plate recognition (ALPR) cameras within TxDOT rights-of-way.

Item Summary/Background/Prior Action

The Corinth Police Department has entered into an agreement with Flock Safey for the installation of Flock ALPR cameras at various locations in the City of Corinth, including locations within TxDOT rights-of-way. The purpose of this system is to generate investigative leads more efficiently, especially for crimes involving vehicles, such as thefts, burglaries, or missing persons cases.

Financial Impact

NA

Applicable Policy/Ordinance

Corinth Police Departmental Policy for the use of Flock Safety ALPR cameras, hardware, and software.

Staff Recommendation/Motion

Recommend approval as presented

**CITY OF CORINTH, TEXAS
RESOLUTION NO. 25-05-15-XX**

A RESOLUTION OF THE CITY COUNCIL OF CORINTH, TEXAS, AUTHORIZING THE MAYOR OF CORINTH, TEXAS, OR HIS DESIGNEE, TO ENTER INTO A MULTIPLE-USE AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION TO PERMIT THE INSTALLATION AND OPERATION OF AUTOMATED LICENSE PLATE RECOGNITION CAMERAS WITHIN TEXAS DEPARTMENT OF TRANSPORTATION RIGHTS-OF-WAY INCLUDING THE FOLLOWING LOCATIONS: N/B IH35E SERVICE ROAD AT DOBBS; N/B FM 2499 AT THE SOUTH CITY LIMITS; N/B IH35E SERVICE ROAD NORTH OF FM 2181; W/B FM 2181 AT S/B IH35E SERVICE ROAD; S/B IH35E SERVICE ROAD SOUTH OF POST OAK DRIVE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Corinth, Texas, (the "City") is a home rule city acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City Council of Corinth, Texas, has requested that the Texas Department of Transportation (TXDOT) permit the installation and operation of Flock Safety automated license plate recognition cameras on TXDOT rights-of-way including: N/B IH35E service road at Dobbs; N/B FM 2499 at the south city limits; N/B IH35E service road north of FM 2181; W/B FM 2181 at S/B IH35E service road; S/B IH35E service road south of Post Oak Drive; and

WHEREAS, the City Council of Corinth, Texas, authorizes the execution of a Multiple Use Agreement with TXDOT for the purposes provided above; and

WHEREAS, the City Council of Corinth, Texas, finds it to be in the public interest to authorize the Mayor of Corinth, Texas, or his designee, to sign the document referenced above.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CORINTH, TEXAS:

Section 1. Incorporation of Premises. The above premises are true and correct and are hereby incorporated into the body of this Resolution as if fully set forth herein.

Section 2. Authorizing a Multiple Use Agreement with TXDOT. That the City Council of Corinth, Texas, authorizes the Mayor of Corinth, Texas, or his designee, to enter into a Multiple Use Agreement with TXDOT, which will permit the installation and operation of automated license plate recognition cameras within TXDOT rights-of-way which include the following locations: N/B IH35E service road at Dobbs; N/B FM 2499 at the south city limits; N/B IH35E service road north of FM 2181; W/B FM 2181 at S/B IH35E service road; S/B IH35E service road south of Post Oak Drive.

Section 3. Effective Date. This Resolution shall be effective upon its passage.

PASSED AND APPROVED this ____ day of May 2025.

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney