

STATE OF TEXAS §
 § **FIRST AMENDMENT TO**
 § **INTERLOCAL COOPERATION AGREEMENT**
COUNTY OF TARRANT §

This Interlocal Agreement for Emergency 9-1-1 Communications Center and Dispatch Services (“Agreement”) is entered into by and between the City of Everman, Texas, a home-rule municipal corporation (“Everman”) and the City of Blue Mound, Texas, a general-law municipal corporation (“Blue Mound”) by and through their authorized representatives. Everman and Blue Mound are at times each referred to herein as a “Party” or collectively as the “Parties.”

RECITALS:

WHEREAS, Everman has established a comprehensive regional public safety and public service communications and dispatch center (“Communications Center”); and

WHEREAS, Everman’s Communications Center is equipped with radio, telephone and data equipment and is designated as an emergency 9-1-1 communications Public Safety Answering Point (“PSAP”); and

WHEREAS, Everman currently has equipment and operator capacity above and beyond the immediate needs of Everman and has offered to make such equipment and operators available to address the regional communications/dispatch needs for the purpose of local government/agency communications; and

WHEREAS, Everman has determined that it is in the best interests of the public to share its communication facility, equipment and personnel capabilities with cities, towns, fire departments, emergency medical care providers and other governmental entities in order to facilitate more effective and efficient use of the Communications Center; and

WHEREAS, Blue Mound has requested that Everman provide emergency 9-1-1 communications and dispatch services to Blue Mound, and Everman has agreed to provide such services under the terms and conditions of this Agreement and pursuant to the provisions of Chapter 791 of the Texas Government Code (otherwise known as the Interlocal Cooperation Act) and specifically Section 791.006 of the Texas Government Code, as amended; and

WHEREAS, the provision of emergency 9-1-1 communications and dispatch services is a governmental function that serves the public health and welfare and is of mutual concern to the Parties; and

WHEREAS, Everman and Blue Mound deem it to be in the best interest of both Parties to enter into this Agreement; and

WHEREAS, each Party paying for the performance of governmental functions or services will make payments from current revenues available to the paying Party and all payments are in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Everman and Blue Mound hereby agree as follows:

This First Amendment to Interlocal Agreement for Emergency 9-1-1 Communications Center and Dispatch Services (“First Amendment”) is entered into by and between the City of Everman, Texas, a home rule municipality (“Everman”) and the City of Blue Mound, Texas, a general-law municipality (“Blue Mound”), by and through their authorized representatives. Everman and Blue Mound are at times each referred to herein as a “Party” or collectively as the “parties.” The First Amendment is effective on the date first signed by the parties.

RECITALS

WHEREAS, Everman and Blue Mound previously entered into an Interlocal Agreement for Emergency 9-1-1 Communications Center and Dispatch Services (the “Agreement”) on or about May 23, 2023, which Agreement provided for provision by Everman of emergency 9-1-1 communication and dispatch services through its Communications Center for fire, medical, weather, hazardous materials, and general civil emergencies; and

WHEREAS, the parties now desire to amend the Agreement to expand the scope of services to encompass provision by Everman of emergency 9-1-1 communications and dispatch services through its Communications Center for police emergencies;

NOW, THEREFORE, THE PARTIES AGREE THAT THE INTERLOCAL AGREEMENT FOR EMERGENCY 9-1-1 COMMUNICATIONS CENTER AND DISPATCH SERVICES IS HEREBY AMENDED AS FOLLOWS:

1. Section 1.1 of Article I, “Performance of Services” shall be amended to read as follows in its entirety:

“Article I Performance of Services

1.1 Everman shall provide to Blue Mound, on a non-exclusive basis, emergency 9-1-1 communication and dispatch services through its Communications Center for the following emergencies: fire, police, medical, weather, hazardous materials and general civil emergencies (collectively, “Services”). In order to facilitate the Services, Blue Mound shall provide to Everman’s communications personnel, on a continuing basis, all necessary street, apparatus and response information, as well as all necessary dispatching information unique to Blue Mound’s operations.”

2. Section 4.1 of Article IV, "Fee for Services" shall be amended to read as follows in its entirety:

**"Article IV
Fee for Services**

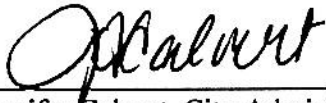
4.1 Blue Mound, out of current available revenue , shall annually pay to Everman the amounts set forth below as compensation for Everman's provision of the Services during the Primary Term and each Renewal Term of this Agreement, except as otherwise provided in this Section (the "Annual Compensation Amount"). Such amount is based upon the annual costs incurred by Everman in order to fulfill Everman's obligations under this Agreement. Blue Mound shall pay the Annual Compensation Amount to Everman annually on or before the Effective Date of this Agreement and each annual anniversary of the Effective Date thereafter during the Primary Term and each Renewal Term of this Agreement. The Annual Compensation Amount for the first year of the Primary Term under this Agreement shall be \$100,000.00, subject to sections 4.2 and 4.3 of this Agreement. For each year of the Primary Term thereafter and for any year of a Renewal Term, the Annual Compensation Amount shall be set in accordance with the provisions of sections 4.2 and 4.3 of this Agreement."

3. The remaining provisions of the Agreement shall remain in full force and effect.
4. This First Amendment, including the fees for services stated herein, shall be effective on the date this First Amendment is first executed by the parties. The fee for services stated in the Agreement shall apply to all services performed or provided prior to the effective date of this First Amendment.

IN WITNESS WHEREOF, the Agreement is effective on this the ___ of _____, 2023.

CITY OF BLUE MOUND, TEXAS

CITY OF EVERMAN, TEXAS

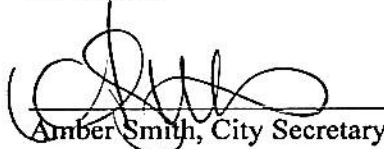


Jennifer Calvert, City Administrator
Date: 11/29/2023

Craig Spencer, City Manager
Date: _____

ATTEST:

ATTEST:



Amber Smith, City Secretary

Mindi Parks, City Secretary

APPROVED AS TO FORM:

Elizabeth Yelverton, City Attorney

APPROVED AS TO FORM

Kyle Barry, Asst. City Attorney

4857-3996-7889, v. 1