

THE STATE OF TEXAS §  
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COUNTY OF TARRANT §

City of Everman, Texas –  
Interlocal Cooperation Agreement  
for Emergency Dispatch Services

The TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. ONE, acting by and through its Board of Emergency Commissioners, (“DISTRICT”), and the CITY OF EVERMAN, TEXAS, operating and sometimes referred to as TARRANT COUNTY REGIONAL COMMUNICATIONS or TCRC, (“CITY”), each authorized to provide emergency services to the unincorporated areas of Tarrant County, enter into the following Interlocal Cooperation Agreement (“Agreement”) for emergency dispatch services. DISTRICT and CITY may each be referred to herein as a “party” and together as the “parties”. The Parties agree as follows:

**Section 1: CITY Responsibilities**

The CITY hereby agrees to:

- A. Provide such services as are necessary to maintain for DISTRICT 24-hour per day dispatching service for fire departments located in the unincorporated areas of Tarrant County, including provision of services to Eagle Mountain Fire Department, Rendon Fire Department, Briar-Reno Fire Department and the Tarrant County Fire Marshal’s Office.
- B. Operate and staff a communications center capable of receiving both 9-1-1 and other emergency calls for fire, rescue and emergency medical services from unincorporated areas served under contract with DISTRICT.
- C. Promptly dispatch to service providers all such emergency calls received, by the most expedient means provided by the appropriate service provider for the receipt of emergency calls. Each service provider shall purchase, install, and maintain at its sole cost and expense a radio base station and repeater link in order for the CITY to dispatch calls by radio to said provider.
- D. Provide 24-hour per day recording of all 9-1-1 and other incoming emergency calls and all outgoing dispatch communications to all entities contracting with DISTRICT and to retain such recordings for a period of not less than fourteen (14) days. Such recording shall be made available to DISTRICT or any of its contract service providers upon request.
- E. Establish a Tarrant County Regional Communications (“TCRC”) Advisory Board to provide skills, guidance, and knowledge and to be composed of representatives of CITY’s and DISTRICT’S client departments/cities. The DISTRICT will appoint one member to the Board.
- F. Provide or make available the following:
  - 1. Monthly reports of all calls received and dispatched for DISTRICT and its contract service providers, such reports to include time, date, location and nature of said calls, within fifteen days of the end of each month. Further, CITY agrees to maintain and update at least quarterly information regarding the financial status and operating

expenses of CITY to submit on a quarterly basis, a report on the financial status and operating expenses of TCRC.

2. Copies of all operating procedures, policies, and/or detailed call reports upon request.
3. Public notice of all meetings of the Advisory Board at least 72 hours in advance of the meeting.
4. Copies of minutes of meetings of the Advisory Board within 30 days after such meeting of the Board.
5. Annual list of Advisory Board members. The DISTRICT will receive notice of any resignations or appointments within 30 days of the change.
6. Annual budget request, including revenue projections, by July 15<sup>th</sup> for the next fiscal year beginning October 1<sup>st</sup>.
7. CITY agrees to provide a copy of the current annual audit for the City of Everman.

### **Section 2: District Responsibilities**

The DISTRICT hereby agrees to:

- A. Provide necessary maps, street information and such other information to assist CITY to dispatch calls as undertaken hereby.
- B. Facilitate the delivery to and dispatch from CITY of such calls as are the subject of this undertaking by whatever means available to it.
- C. Pay to CITY the sum of TWO HUNDRED AND FORTY-FIVE THOUSAND DOLLARS (\$245,000.00) for the term running March 1, 2023 to September 30, 2023, in monthly installments of THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00) and as nearly as possible to the end of each monthly period CITY has provided such service and, for any renewal term, pay the sum of FOUR HUNDRED AND TWENTY THOUSAND DOLLARS (\$420,000.00) for the period running October 1, 2023 to September 30, 2024, in monthly installments of THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00) and as nearly as possible to the end of each monthly period CITY has provided such service..

### **Section 3: Term**

This Agreement will be in full force and effect for and during the period beginning March 1, 2023 and ending September 30, 2024. Regarding response purposes, this Agreement will remain in force until the 2024-25 DISTRICT budget is approved by the Commissioners and a new Agreement is executed retroactive to October 1, 2024 and expiring September 30, 2025, under the same terms and conditions or until sixty (60) days after September 30, 2024, whichever occurs first. .

### **Section 4: Payment of Funds**

The DISTRICT will use its general fund to pay for the services supplied by the CITY pursuant to this Agreement. Payment pursuant to this Agreement will be in accord with the Rules and Regulations promulgated by the Board of Emergency Commissioners. CITY and DISTRICT understand and agree that DISTRICT'S funding for this Agreement is dependent upon taxation of property located within DISTRICT and that therefore this Agreement is dependent upon DISTRICT'S continued existence and the availability of current tax funds. DISTRICT agrees to notify CITY immediately upon receipt of any information indicating that DISTRICT may not have current tax funds available to fund payments hereunder.

### **Section 5: Inspection of Equipment**

The DISTRICT or its agent has the right to inspect the equipment of the CITY that the CITY operates in its performance under this Agreement. The parties acknowledge that the nature of the CITY'S equipment determines the consideration paid under this Agreement. In the event that the inspection reveals that the equipment is not in operating condition and such condition is adversely affecting or reasonably may be expected to adversely affect the provision of services under this Agreement, the CITY will authorize a re-inspection by the DISTRICT and DISTRICT will perform said re-inspection within fifteen (15) days of the CITY'S written notification to the DISTRICT that the equipment is in operating condition and that the condition of the equipment is not adversely affecting provision of services under this Agreement. In the event such re-inspection reveals that the equipment is not in the required operating condition, DISTRICT will have cause for terminating this Agreement and CITY will issue a refund to DISTRICT for one month of service at the monthly rate stated in Section 2(C) of this Agreement.

### **Section 6: Implied Rights; Employees**

By entering into this Agreement the parties do not intend to create any obligations expressed or implied other than those specifically set forth herein and this Agreement will not create rights in parties not signatories hereto. The employees of the CITY are not employees or agents of the DISTRICT by virtue of this Agreement. The employees of the DISTRICT are not employees or agents of the CITY by virtue of this Agreement.

### **Section 7: Conferring of Rights**

This Agreement does not confer any rights on third parties who are not signatories to this Agreement, therefore no person may bring suit against CITY or DISTRICT regarding the performance of this Agreement as a third party beneficiary of this Agreement.

### **Section 8: Liability**

The parties agree that each Party shall be responsible for its own acts and/or omissions in connection with the furnishing of services under this Agreement and provision of any related emergency services. CITY and DISTRICT agree to the extent permitted by law, to indemnify, save, hold harmless, and defend each other, and their respective agents, officers, officials, and employees, from all liabilities, claims, causes of action, costs and expenses for injury to persons or property or death of any persons resulting from the failure of the equipment associated with the services provided by the indemnifying Party under this Agreement or in association therewith. Neither party waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental

powers and functions.

**Section 9: Law Governing**

The validity of 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. This agreement shall be performable and all compensation payable in Tarrant County, Texas and the parties agree that venue for any cause of action related to this Agreement or the obligations hereunder shall be in the state district courts of Tarrant County, Texas for a cause of action filed in state court or the Fort Worth Division of the Northern District of Texas for a cause of action filed in federal court.

**Section 10: Termination**

CITY retains the right to terminate without cause this Agreement on thirty (30) days written notice to the DISTRICT. DISTRICT retains the right to terminate without cause this Agreement on thirty (30) days written notice to the CITY. In the event of the cancellation, the DISTRICT will pay a prorated share of the monies due for the remainder of that month only if the CITY provides services as required in the Agreement during the period of time leading up to the termination date.

**Section 11: Severability**

If any clause, paragraph, section or portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall be severed therefrom and deemed to remain valid as if said severed clause, section, section, paragraph, or portion had not been contained in the Agreement initially.

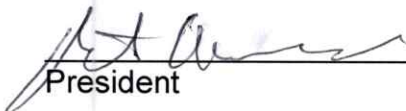
**Section 12. Authority**

The undersigned officers or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies that any necessary resolutions or approvals extending said authority have been duly granted.

WITNESS the signatures of the respective parties hereto this the 14th day of February, 2023

**TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. 1**

**CITY OF EVERMAN, TEXAS**

  
\_\_\_\_\_  
President

\_\_\_\_\_  
Authorized Official

ATTEST:  
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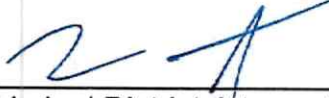
ATTEST:  
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Secretary/Treasurer

Secretary

APPROVED AS TO FORM:



Criminal District Attorney's Office\*

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.