

**CITY OF EVERMAN, TEXAS
RESOLUTION NO. 2023-02-01**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, APPROVING THE ASSIGNMENT BY TARRANT COUNTY FIRE ALARM CENTER OF SIX EMERGENCY DISPATCH SERVICE CONTRACTS BETWEEN THE CENTER AND, RESPECTIVELY, THE TOWN OF EDGECLIFF VILLAGE, THE CITY OF RENO, THE CITY OF AZLE, THE CITY OF WHITE SETTLEMENT, AND THE BRIAR-RENO FIRE DEPARTMENT TO THE CITY OF EVERMAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Tarrant County Fire Alarm Center (“Center”) entered into six certain Emergency Dispatch Service Contracts with, respectively, the Town of Edgecliff Village, the City of Azle, the City of White Settlement, the Briar-Reno Fire Department, and the City of Reno (collectively, the “Original Agreements”) under which the Center agreed to provide emergency dispatch services for the contracting entities in exchange for monetary compensation; and

WHEREAS, the Center desires to assign its rights and obligations under the Original Agreements to the City of Everman and Everman City staff recommends acceptance of the assignment of each one of the Original Agreements; and

WHEREAS, the Town of Edgecliff Village, the City of Azle, the City of White Settlement, and the Briar-Reno Fire Department, and the City of Reno have each consented to the assignment of their respective Original Agreement with the District to the City of Everman; and

WHEREAS, the City Council finds it to be in the public interest to approve the requested assignments;

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

SECTION 1. The City Council of the City of Everman hereby approves the following assignments of and, as may be applicable, amendments to the Original Agreements (collectively, the “Assignments”):

- A. Assignment, Consent to Assignment, and First Amendment to Emergency Dispatch Service Contract between City of Everman, Tarrant County Fire Alarm Center and Town of Edgecliff Village, attached hereto and incorporated herein by this reference as Exhibit “A”;
- B. Assignment, Consent to Assignment, and First Amendment to Emergency Dispatch Service Contract between City of Everman, Tarrant County Fire Alarm Center, and City of Azle, attached hereto and incorporated herein by this reference as Exhibit “B”;

- C. Assignment, Consent to Assignment, and First Amendment to Emergency Dispatch Service Contract between City of Everman, Tarrant County Fire Alarm Center, and City of White Settlement, attached hereto and incorporated herein by this reference as Exhibit "C";
- D. Assignment and Consent to Assignment of Emergency Dispatch Service Contract between City of Everman, Tarrant County Fire Alarm Center, and Briar-Reno Fire Department, attached hereto and incorporated herein by this reference as Exhibit "D".
- E. Assignment and Consent to Assignment of Emergency Dispatch Service Contract between City of Everman, Tarrant County Fire Alarm Center, and City of Reno, attached hereto and incorporated herein by this reference as Exhibit "E".

SECTION 2. The City Manager is authorized to execute the Assignments on behalf of the City of Everman, Texas.

SECTION 3. This Resolution shall be effective immediately upon approval.

PASSED AND APPROVED this the _____ day of February, 2023.

APPROVED:

Ray Richardson, Mayor

ATTEST:

Mindi Parks, City Secretary

APPROVED AS TO FORM:

Hunter W. Mattocks, Asst. City Attorney
(010323vwtTM132977)

EXHIBIT A

STATE OF TEXAS § ASSIGNMENT, CONSENT TO ASSIGNMENT AND FIRST
 § AMENDMENT TO EMERGENCY DISPATCH SERVICE
COUNTY OF TARRANT § CONTRACT

This Assignment, Consent to Assignment and First Amendment to Emergency Dispatch Service Contract (“Assignment and Amendment Agreement”) is entered into by and among the City of Everman, Texas (“Assignee”), Tarrant County Fire Alarm Center, a non-profit corporation of the State of Texas (“Assignor”), and the Town of Edgecliff Village, Texas (“Town”) (each a “Party” or collectively the “Parties”), acting by and through their authorized representatives.

WITNESSETH:

WHEREAS, Town and the Assignor entered into that certain *Emergency Dispatch Service Contract* dated September 8th, 2022 (the “Original Agreement”), a true and correct copy of which is attached hereto and incorporated herein by this reference as Exhibit “1”; and

WHEREAS, Assignor desires to assign all of Assignor’s rights, duties, and obligations under the Original Agreement to the Assignee; and

WHEREAS, Town has made full payment to Assignor in the amount of Thirty-five Thousand and No/100 Dollars (\$35,000.00) pursuant to the Original Agreement; and

WHEREAS, Assignor acknowledges and agrees that it has received full payment under the Original Agreement and is not entitled to further compensation from Town under the Original Agreement and as amended herein; and

WHEREAS, the Parties desire to amend the Original Agreement as set forth herein; and

WHEREAS, Assignee desires to assume the obligations of Assignor under the Original Agreement, as amended herein; and

WHEREAS, Assignee acknowledges and agrees that Assignee shall complete the remaining services required by the Original Agreement, as amended herein, and, as compensation therefor, Assignor acknowledges and agrees that it shall pay to Assignee, on or before February 28, 2023, on behalf of Town of Edgecliff Village, the sum of \$26,250.00, which Assignee agrees to accept as full compensation from Town therefor; and

WHEREAS, the Town desires and by this Assignment does hereby consent to the assignment of the Original Agreement, as amended herein by the Assignor to the Assignee;

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for good and other valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

Article I Assignment and Consent to Assignment

1.1 The Assignor does hereby assign all of its rights, responsibilities and obligations under the Original Agreement, as amended herein, to the Assignee, and Assignee, for the compensation paid by

Assignor on behalf of Town in the amount of \$26,250.00, does hereby expressly assume all the rights, duties, responsibilities and obligations of Assignee under the Original Agreement, as amended herein.

1.2 The Town does hereby consent to the assignment of the Original Agreement as amended herein, by the Assignor to the Assignee. The Town agrees to look solely to the Assignee for the performance and satisfaction of the obligations of Assignor under the Original Agreement, as amended herein. Assignor and the Town represent that there are no uncured defaults under the Original Agreement, and that the Original Agreement is in full force and effect.

Article II

Amendments to Original Agreement

The Parties agree that the Original Agreement is hereby amended as follows: Sections G on page 2 of 4 of the Original Agreement, under the section labeled "The Alarm Center agrees to:", is deleted in it's entirety. Section H is hereby amended as follows:

LIABILITY

To the extent allowed by law, Everman hereby agrees to indemnify and otherwise hold harmless City, its officers, agents and employees in both public and private capacity against all liability claims, suits, demands, losses, damages, attorney fees, including all expense of litigation or settlement, or causes of action of any kind which may arise by reason of injury to or death of any person or for a loss of, damage to, or loss of the use of any property arising out of or in any way connected to Everman's performance of services under this agreement including any intentional or negligent acts or omissions of Everman's officials, officers, agents or employees relating to or arising out of the performance of the services provided under this Agreement.

To the extent allowed by law, City agrees to indemnify, save and otherwise hold harmless Everman, its officers, agents and employees in both public and private capacity against all liability claims, suits, demands, losses, damages, attorney fees, including all expense of litigation or settlement, or causes of action of any kind which may arise by reason of injury to or death of any person or for a loss of, damage to, or loss of the use of any property arising out of or in any way connected to the failure of the equipment associated with the services provided by Everman to the City by this agreement, or the intentional or negligent acts or omissions of City's officials, officers, agents or employees relating to or arising out of the failure of the equipment associated with the Services provided by Everman to the City.

It is expressly understood and agreed that, in the execution of this Agreement, Everman and City do not waive, nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to or against claims arising in the exercise of governmental functions relating hereto or otherwise. By entering into this Agreement, Everman and City do not create any obligations express or implied, other than those set forth herein, and this Agreement shall not create any rights in any parties not signatory hereto.

Article III

Miscellaneous

3.1 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received as sent by courier or otherwise hand delivered:

If intended for City of Everman, to:

City of Everman
Attn: City Manager
212 North Race Street
Everman, Texas
305 Century Parkway
Allen, Texas 75013

With a copy to:

Nichols Jackson, L.L.P.
Attn: Victoria W. Thomas
Suite 1800, Ross Tower
500 N. Akard Street
Dallas, Texas 75201

If intended for Tarrant County Fire Alarm
Center, to:

Tarrant County Fire Alarm Center
Attn: _____

If intended for Town of Edgecliff Village ,
to:

Town of Edgecliff Village
Attn: _____

3.2 Governing Law. This Assignment and Amendment Agreement shall be construed under the laws of the State of Texas, without regard to any conflict of law rules. Venue for any action under this Assignment and First Amendment shall be the State District Court of Tarrant County, Texas. Without waiving immunities provided by law, the Parties agree to submit to the personal and subject matter jurisdiction of said court.

3.3 Counterparts. This Assignment and Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

3.4 Entire Agreement. This Assignment and Amendment Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written, previous or contemporary agreements between the Parties and relating to the matters set forth herein, and except as otherwise provided herein cannot be modified without written agreement of the Parties.

3.5 Recitals. The determinations recited and declared in the preambles to this Assignment and Amendment Agreement are hereby incorporated herein by this reference.

3.6 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Assignment and Amendment Agreement shall survive termination.

3.7 The Original Agreement shall remain in full force and effect except as amended herein.

3.8 Effective Date. This Assignment and First Amendment Agreement shall be effective on the last date of execution hereof by the Parties.

EXECUTED the ____ day of February, 2023.

ASSIGNOR:

TARRANT COUNTY FIRE ALARM CENTER

By: _____
Kirt Mays, President

EXECUTED the ____ day of February, 2023.

ASSIGNEE:

CITY OF EVERMAN, TEXAS

By: _____
Craig Spencer, City Manager

EXECUTED the ____ day of February, 2023.

Town of Edgecliff Village, Texas

By: _____
Dennis "Mickey" Rigney, Mayor

EMERGENCY DISPATCH SERVICE CONTRACT

STATE OF TEXAS)

COUNTY OF TARRANT)

Whereas, the Tarrant County Fire Alarm Center, (Alarm Center), a non-profit Corporation of the State of Texas, and the Town of Edgecliff Village, Texas (Town), are empowered to make agreements for the provisions of emergency dispatch services, a governmental function; and

Whereas, the Alarm Center and the Town desire to enter into this agreement; and

Whereas, the Town Council of the Town finds the following agreement is in the best interest of and serves the public health, safety, and welfare.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein made, the benefits flowing to each parties hereto and other good and valuable considerations, the Town of Edgecliff Village, Texas, and the Tarrant County Fire Alarm Center do hereby contract and agree as follows:

The Alarm Center agrees to:

- A. Provide all such services as required to provide the Town with 24 hour per day dispatching service for the Town of Edgecliff Village Fire Department, including all calls for service within its Town limits, and within the boundaries as contracted for the Town with the Tarrant County Emergency Services District #1, and for all other such calls as its fire department would respond to if called upon to do so;
- B. Staff the Alarm Center to provide the receiving of both 9-1-1 and other emergency calls for fire, rescue, and emergency medical services for the Town of Edgecliff Village, Texas, and the areas to which the Edgecliff Village Fire Department responds;
- C. Dispatch all emergency calls for fire, rescue, and emergency medical services for the Edgecliff Village Fire Department in a prompt and expedient manner by radio as provided by the Town;
- D. Provide 24 hour per day recording of all 9-1-1 and other emergency telephone calls, all radio transmissions associated with dispatching all calls for fire, rescue, and emergency medical services for the Town of Edgecliff Village, Texas, Fire Department, and to retain such recordings for a period of not less than thirty (30) days. Such recordings shall be made available to the Town of Edgecliff Village, Texas, upon written request, for its review in the event any questions or concerns should arise from the receiving and/or dispatching of any call or calls for service; Furthermore any recording of radio transmissions, 9-1-1 or

other emergency telephone calls retained in our database on behalf of the Town of Edgecliff Village, Texas Fire Department will remain the property of the Town of Edgecliff Village.

Authority to request such recordings shall be reserved to the senior administration of the Town of Edgecliff Village, Texas. This shall include the Fire Chief and his/her designated representatives, the Town Manager, Assistant Town Manager, the Mayor and any of their designated representatives.

E. Provide access to reports containing information of all calls dispatched for the Edgecliff Village Fire Department, to include the date, time, location, and nature of all such calls. Furthermore any call sheets, and/or reports retained in our database on behalf of the Town of Edgecliff Village, Texas Fire Department will remain the property of the Town of Edgecliff Village.

F. The Tarrant County Fire Alarm Center agrees to abide by the Town's policies in regard to the release of information in accordance with the Texas Public Information Act.

G. In addition, and if requested by the Town, the Tarrant County Fire Alarm Center agrees to submit, on a quarterly basis, a financial report on the status of the Fire Alarm Center to reflect its operating expenses and financial status;

H. Provide a "General Liability" Insurance Policy in the amount of one (1) million dollars (\$1,000,000.00) that will hold harmless the Tarrant County Fire Alarm Center and all contracting agencies, towns and cities for any acts of negligence or other litigation against the Alarm Center arising from the operation of the Alarm Center, its agents and employees, and agrees to include the Town of Edgecliff Village as an additional insured under the policy.

The City agrees to, in exchange for such services:

A. Purchase, install, and maintain at its sole cost and expense, a radio base station and repeater link in order for the Alarm Center to dispatch calls by radio to the Edgecliff Village Fire Department;

B. Provide all necessary maps and street information, and all other information requested by the Tarrant County Fire Alarm Center necessary to dispatch all calls for fire, rescue, and emergency medical services in a prompt and expedient manner, and to locate any such call for service within the area the Edgecliff Village Fire Department provides service. Such information shall include, but not be limited to, names and addresses of all businesses, schools, churches, and other important structures within the Town of Edgecliff Village, Texas; its Fire Department and Town staff; and all other personnel whom might need to be contacted in the event of a major incident or disaster;

C. Abide by the Standard Operating Procedures (SOP's) and its rules and regulations as established and approved by the Board of Directors of the Fire Alarm Center for the operation of the Alarm Center by its personnel;

D. Pay to the Tarrant County Fire Alarm Center the sum of THIRTY-FIVE THOUSAND DOLLARS & .00 CENTS (\$35,000.00) for each year this contract is in effect, with payment due on October 1st of each year.

TERMS OF AGREEMENT

The term of this agreement shall be for one (1) year, beginning October 1st, 2022 through September 30, 2023.

NOTICE OF CANCELLATION

In the event that the Tarrant County Fire Alarm Center fails in any way to provide the services in this agreement, the Town of Edgecliff Village, Texas, may cancel this agreement. Such notice of cancellation shall be given in writing, listing its reasons for such cancellations, and to be effective 30 days after such notice is received.

In the event that the Town of Edgecliff Village, Texas, fails to comply with the provisions of this agreement, the Tarrant County Fire Alarm Center may cancel this agreement. Such notice of cancellation shall be given in writing, listing its reasons for such cancellations, and to be effective 30 days after such notice is received.

In the event either party's gives notice of cancellation of this agreement, the Alarm Center agrees to refund to Town its money paid for services which it will no longer receive, to be prorated from the time services are discontinued until the expiration date on the contract.

LIABILITY

It is the intention of the parties and the parties do agree that any and all civil liability related to the furnishing of the services contemplated by this agreement to the Town, as the governmental unit which would be responsible for furnishing such services absent this agreement, shall be the responsibility of the Town, and the Town agrees, to the extent permitted by law, to indemnify, save and defend the Alarm Center, its agents, officers and employees harmless from all liabilities, claims, cause 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 Alarm Center to the Town by this agreement. The fact that the parties accept certain responsibilities relating to the rendition of services under this agreement as a part of their responsibility for providing protection for the public health make it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be and is hereby invoked to the fullest extent possible under the law. 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.

LAWS 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

Page 3 of 4

agreement shall be performable and all compensation payable in Tarrant County, Texas. Venue under this agreement lies in Tarrant County, Texas.

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 deemed to have contracted as if said clause, section, paragraph or portion had not been contained in the agreement initially.

AUTHORITY

The undersigned officers and/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 to the other that any necessary resolutions extending said authority have been duly passed by majority of the Town Council and by the Board of Directors of the Tarrant County Fire Alarm Center, at which meetings a quorum was present, and are now in full force and effect.

Executed in duplicate original this 8th day of September, 2022.

Veronica M Samba
City Secretary
Town of Edgecliff Village, Texas

Tom Rigney
Mayor,
Town of Edgecliff Village, Texas

Approved as to Form and Legality:
City Attorney
Town of Edgecliff Village, Texas

Kirt Mays, President
Board of Directors
Tarrant County Fire Alarm Center

EXHIBIT B

STATE OF TEXAS § ASSIGNMENT, CONSENT TO ASSIGNMENT AND FIRST
 § AMENDMENT TO EMERGENCY DISPATCH SERVICE
COUNTY OF TARRANT § CONTRACT

This Assignment, Consent to Assignment and First Amendment to Emergency Dispatch Service Contract (“Assignment and Amendment Agreement”) is entered into by and among the City of Everman, Texas (“Assignee”), Tarrant County Fire Alarm Center, a non-profit corporation of the State of Texas (“Assignor”), and the City of Azle (“City”) (each a “Party” or collectively the “Parties”), acting by and through their authorized representatives.

WITNESSETH:

WHEREAS, City and the Assignor entered into that certain *Emergency Dispatch Service Contract* dated October 18th, 2022 (the “Original Agreement”), a true and correct copy of which is attached hereto and incorporated herein by this reference as Exhibit “1”; and

WHEREAS, Assignor desires to assign all of Assignor’s rights, duties, and obligations under the Original Agreement to the Assignee; and

WHEREAS, City has made full payment to Assignor in the amount of Thirty-five Thousand and No/100 Dollars (\$35,000.00) pursuant to the Original Agreement; and

WHEREAS, Assignor acknowledges and agrees that it has received full payment under the Original Agreement and is not entitled to further compensation from City under the Original Agreement and as amended herein; and

WHEREAS, the Parties desire to amend the Original Agreement as set forth herein; and

WHEREAS, Assignee desires to assume the obligations of Assignor under the Original Agreement, as amended herein; and

WHEREAS, Assignee acknowledges and agrees that Assignee shall complete the remaining services required by the Original Agreement, as amended herein, and, as compensation therefor, Assignor acknowledges and agrees that it shall pay to Assignee, on or before February 28, 2023, on behalf of City of Azle, the sum of \$26,250.00, which Assignee agrees to accept as full compensation from City therefor; and

WHEREAS, the City desires and by this Assignment does hereby consent to the assignment of the Original Agreement, as amended herein by the Assignor to the Assignee;

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for good and other valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

Article I Assignment and Consent to Assignment

1.1 The Assignor does hereby assign all of its rights, responsibilities and obligations under the Original Agreement, as amended herein, to the Assignee, and Assignee, for the compensation paid by

Assignor on behalf of City in the amount of 26,250 does hereby expressly assume all the rights, duties, responsibilities and obligations of Assignee under the Original Agreement, as amended herein.

1.2 The City does hereby consent to the assignment of the Original Agreement as amended herein, by the Assignor to the Assignee. The City agrees to look solely to the Assignee for the performance and satisfaction of the obligations of Assignor under the Original Agreement, as amended herein. Assignor and the City represent that there are no uncured defaults under the Original Agreement, and that the Original Agreement is in full force and effect.

Article II

Amendments to Original Agreement

The Parties agree that the Original Agreement is hereby amended as follows: Sections G on page 2 of 4 of the Original Agreement, under the section labeled "The Alarm Center agrees to:", is deleted in its entirety. Section H is hereby amended as follows:

LIABILITY

To the extent allowed by law, Everman hereby agrees to indemnify and otherwise hold harmless City, its officers, agents and employees in both public and private capacity against all liability claims, suits, demands, losses, damages, attorney fees, including all expense of litigation or settlement, or causes of action of any kind which may arise by reason of injury to or death of any person or for a loss of, damage to, or loss of the use of any property arising out of or in any way connected to Everman's performance of services under this agreement including any intentional or negligent acts or omissions of Everman's officials, officers, agents or employees relating to or arising out of the performance of the services provided under this Agreement.

To the extent allowed by law, City agrees to indemnify, save and otherwise hold harmless Everman, its officers, agents and employees in both public and private capacity against all liability claims, suits, demands, losses, damages, attorney fees, including all expense of litigation or settlement, or causes of action of any kind which may arise by reason of injury to or death of any person or for a loss of, damage to, or loss of the use of any property arising out of or in any way connected to the failure of the equipment associated with the services provided by Everman to the City by this agreement, or the intentional or negligent acts or omissions of City's officials, officers, agents or employees relating to or arising out of the failure of the equipment associated with the Services provided by Everman to the City.

It is expressly understood and agreed that, in the execution of this Agreement, Everman and City do not waive, nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to or against claims arising in the exercise of governmental functions relating hereto or otherwise. By entering into this Agreement, Everman and City do not create any obligations express or implied, other than those set forth herein, and this Agreement shall not create any rights in any parties not signatory hereto.

Article III

Miscellaneous

3.1 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received as sent by courier or otherwise hand delivered:

If intended for City of Everman, to:

City of Everman
Attn: City Manager
212 North Race Street
Everman, Texas
305 Century Parkway
Allen, Texas 75013

With a copy to:

Nichols Jackson, L.L.P.
Attn: Victoria W. Thomas
Suite 1800, Ross Tower
500 N. Akard Street
Dallas, Texas 75201

If intended for Tarrant County Fire Alarm
Center, to:

Tarrant County Fire Alarm Center
Attn: _____

If intended for City of Azle, to:

City of Azle
Attn: _____

3.2 Governing Law. This Assignment and Amendment Agreement shall be construed under the laws of the State of Texas, without regard to any conflict of law rules. Venue for any action under this Assignment and First Amendment shall be the State District Court of Tarrant County, Texas. Without waiving immunities provided by law, the Parties agree to submit to the personal and subject matter jurisdiction of said court.

3.3 Counterparts. This Assignment and Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

3.4 Entire Agreement. This Assignment and Amendment Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written, previous or contemporary agreements between the Parties and relating to the matters set forth herein, and except as otherwise provided herein cannot be modified without written agreement of the Parties.

3.5 Recitals. The determinations recited and declared in the preambles to this Assignment and Amendment Agreement are hereby incorporated herein by this reference.

3.6 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Assignment and Amendment Agreement shall survive termination.

3.7 The Original Agreement shall remain in full force and effect except as amended herein.

3.8 Effective Date. This Assignment and First Amendment Agreement shall be effective on the last date of execution hereof by the Parties.

EXECUTED the ____ day of February, 2023.

ASSIGNOR:

TARRANT COUNTY FIRE ALARM CENTER

By: _____
Kirt Mays, President

EXECUTED the ____ day of February, 2023.

ASSIGNEE:

CITY OF EVERMAN, TEXAS

By: _____
Craig Spencer, City Manager

EXECUTED the ____ day of February, 2023.

City of Azle, Texas

By: _____
Alan Brundrett, Mayor

EMERGENCY DISPATCH SERVICE CONTRACT

STATE OF TEXAS)

COUNTY OF TARRANT)

Whereas, the Tarrant County Fire Alarm Center, (Alarm Center), a non-profit Corporation of the State of Texas, and the City of Azle, Texas (City), are empowered to make agreements for the provisions of emergency dispatch services, a governmental function; and

Whereas, the Alarm Center and the City desire to enter into this agreement; and

Whereas, the City Council of the City finds the following agreement is in the best interest of and serves the public health, safety, and welfare.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein made, the benefits flowing to each parties hereto and other good and valuable considerations, the City of Azle, Texas, and the Tarrant County Fire Alarm Center do hereby contract and agree as follows:

The Alarm Center agrees to:

- A. Provide all such services as required to provide the City with 24 hour per day dispatching service for the City of Azle Fire Department, including all calls for service within its City limits, and within the boundaries as contracted for the City with the Tarrant County Emergency Services District #1, and for all other such calls as its fire department would respond to if called upon to do so;
- B. Staff the Alarm Center to provide the receiving of both 9-1-1 and other emergency calls for fire, rescue, and emergency medical services for the City of Azle, Texas, and the areas to which the Azle Fire Department responds;
- C. Dispatch all emergency calls for fire, rescue, and emergency medical services for the Azle Fire Department in a prompt and expedient manner by radio as provided by the City;
- D. Provide 24 hour per day recording of all 9-1-1 and other emergency telephone calls, all radio transmissions associated with dispatching all calls for fire, rescue, and emergency medical services for the City of Azle, Texas, Fire Department, and to retain such recordings for a period of not less than thirty (30) days. Such recordings shall be made available to the City of Azle, Texas, upon written request, for its review in the event any questions or concerns should arise from the receiving and/or dispatching of any call or calls for service; Furthermore any recording of radio transmissions, 9-1-1 or other emergency telephone

calls retained in our database on behalf of the City of Azle, Texas Fire Department will remain the property of the City of Azle.

Authority to request such recordings shall be reserved to the senior administration of the City of Azle, Texas. This shall include the Fire Chief and his/her designated representatives, the City Manager, Assistant City Manager, the Mayor and any of their designated representatives.

E. Provide access to reports containing information of all calls dispatched for the Azle Fire Department, to include the date, time, location, and nature of all such calls. Furthermore any call sheets, and/or reports retained in our database on behalf of the City of Azle, Texas Fire Department will remain the property of the City of Azle.

F. The Tarrant County Fire Alarm Center agrees to abide by the City's policies in regard to the release of information in accordance with the Texas Public Information Act

G. In addition, and if requested by the City, the Tarrant County Fire Alarm Center agrees to submit, on a quarterly basis, a financial report on the status of the Fire Alarm Center to reflect its operating expenses and financial status;

H. Provide a "General Liability" Insurance Policy in the amount of one (1) million dollars (\$1,000,000.00) that will hold harmless the Tarrant County Fire Alarm Center and all contracting agencies and cities for any acts of negligence or other litigation against the Alarm Center arising from the operation of the Alarm Center, its agents and employees, and agrees to include the City of Azle as an additional insured under the policy.

The City agrees to, in exchange for such services:

A. Purchase, install, and maintain at its sole cost and expense, a radio base station and repeater link in order for the Alarm Center to dispatch calls by radio to the Azle Fire Department;

B. Provide all necessary maps and street information, and all other information requested by the Tarrant County Fire Alarm Center necessary to dispatch all calls for fire, rescue, and emergency medical services in a prompt and expedient manner, and to locate any such call for service within the area the Azle Fire Department provides service. Such information shall include, but not be limited to, names and addresses of all businesses, schools, churches, and other important structures within the City of Azle, Texas; its Fire Department and City staff; and all other personnel whom might need to be contacted in the event of a major incident or disaster;

C. Abide by the Standard Operating Procedures (SOP's) and its rules and regulations as established and approved by the Board of Directors of the Fire Alarm Center for the operation of the Alarm Center by its personnel;

D. Pay to the Tarrant County Fire Alarm Center the sum of THIRTY-FIVE THOUSAND DOLLARS & .00 CENTS (\$35,000.00) for each year this contract is in effect, with payment due on October 1st of each year.

TERMS OF AGREEMENT

The term of this agreement shall be for one (1) year, beginning October 1st, 2022 through September 30, 2023.

NOTICE OF CANCELLATION

In the event that the Tarrant County Fire Alarm Center fails in any way to provide the services in this agreement, the City of Azle, Texas, may cancel this agreement. Such notice of cancellation shall be given in writing, listing its reasons for such cancellations, and to be effective 30 days after such notice is received.

In the event that the City of Azle, Texas, fails to comply with the provisions of this agreement, the Tarrant County Fire Alarm Center may cancel this agreement. Such notice of cancellation shall be given in writing, listing its reasons for such cancellations, and to be effective 30 days after such notice is received.

In the event either party's gives notice of cancellation of this agreement, the Alarm Center agrees to refund to City its money paid for services which it will no longer receive, to be prorated from the time services are discontinued until the expiration date on the contract.

LIABILITY

It is the intention of the parties and the parties do agree that any and all civil liability related to the furnishing of the services contemplated by this agreement to the City, as the governmental unit which would be responsible for furnishing such services absent this agreement, shall be the responsibility of the City, and the City agrees, to the extent permitted by law, to indemnify, save and defend the Alarm Center, its agents, officers and employees harmless from all liabilities, claims, cause 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 Alarm Center to the City by this agreement. The fact that the parties accept certain responsibilities relating to the rendition of services under this agreement as a part of their responsibility for providing protection for the public health make it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be and is hereby invoked to the fullest extent possible under the law. 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.

LAWS 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. Venue under this agreement lies in Tarrant County, Texas.

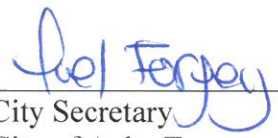
SEVERABILITY

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 deemed to have contracted as if said clause, section, paragraph or portion had not been contained in the agreement initially.


AUTHORITY

The undersigned officers and/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 to the other that any necessary resolutions extending said authority have been duly passed by majority of the City Council and by the Board of Directors of the Tarrant County Fire Alarm Center, at which meetings a quorum was present, and are now in full force and effect.

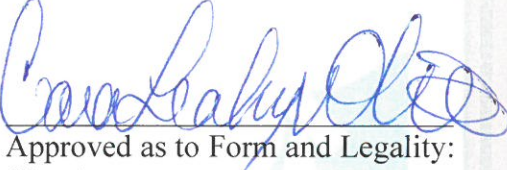
Executed in duplicate original this 18 day of Oct., 2021 2022



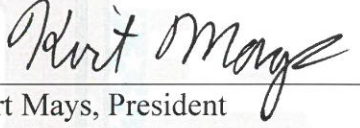
City Secretary
City of Azle, Texas



Mayor
City of Azle, Texas



Approved as to Form and Legality:
City Attorney
City of Azle, Texas



Kirt Mays, President
Board of Directors
Tarrant County Fire Alarm Center

EXHIBIT C

STATE OF TEXAS § ASSIGNMENT, CONSENT TO ASSIGNMENT AND FIRST
 § AMENDMENT TO EMERGENCY DISPATCH SERVICE
COUNTY OF TARRANT § CONTRACT

This Assignment, Consent to Assignment and First Amendment to Emergency Dispatch Service Contract (“Assignment and Amendment Agreement”) is entered into by and among the City of Everman, Texas (“Assignee”), Tarrant County Fire Alarm Center, a non-profit corporation of the State of Texas (“Assignor”), and the City of White Settlement, Texas (“City”) (each a “Party” or collectively the “Parties”), acting by and through their authorized representatives.

WITNESSETH:

WHEREAS, City and the Assignor entered into that certain *Emergency Dispatch Service Contract* dated September 6, 2022 (the “Original Agreement”), a true and correct copy of which is attached hereto and incorporated herein by this reference as Exhibit “1”; and

WHEREAS, Assignor desires to assign all of Assignor’s rights, duties, and obligations under the Original Agreement to the Assignee; and

WHEREAS, City has made full payment to Assignor in the amount of Thirty-five Thousand and No/100 Dollars (\$35,000.00) pursuant to the Original Agreement; and

WHEREAS, Assignor acknowledges and agrees that it has received full payment under the Original Agreement and is not entitled to further compensation from City under the Original Agreement and as amended herein; and

WHEREAS, the Parties desire to amend the Original Agreement as set forth herein; and

WHEREAS, Assignee desires to assume the obligations of Assignor under the Original Agreement, as amended herein; and

WHEREAS, Assignee acknowledges and agrees that Assignee shall complete the remaining services required by the Original Agreement, as amended herein, and, as compensation therefor, Assignor acknowledges and agrees that it shall pay to Assignee, on or before February 28, 2023, on behalf of City, the sum of \$26,250.00 which Assignee agrees to accept as full compensation from City therefor; and

WHEREAS, the City desires and by this Assignment does hereby consent to the assignment of the Original Agreement, as amended herein by the Assignor to the Assignee;

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for good and other valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

Article I Assignment and Consent to Assignment

1.1 The Assignor does hereby assign all of its rights, responsibilities and obligations under the Original Agreement, as amended herein, to the Assignee, and Assignee, for the compensation paid by

Assignor on behalf of City in the amount of \$26,250.00 does hereby expressly assume all the rights, duties, responsibilities and obligations of Assignee under the Original Agreement, as amended herein.

1.2 The City does hereby consent to the assignment of the Original Agreement as amended herein, by the Assignor to the Assignee. The City agrees to look solely to the Assignee for the performance and satisfaction of the obligations of Assignor under the Original Agreement, as amended herein. Assignor and the City represent that there are no uncured defaults under the Original Agreement, and that the Original Agreement is in full force and effect.

Article II Amendments to Original Agreement

The Parties agree that the Original Agreement is hereby amended as follows: Sections G on page 2 of 4 of the Original Agreement, under the section labeled "The Alarm Center agrees to:", is deleted in it's entirety. Section H is hereby amended as follows:

LIABILITY

To the extent allowed by law, Everman hereby agrees to indemnify and otherwise hold harmless City, its officers, agents and employees in both public and private capacity against all liability claims, suits, demands, losses, damages, attorney fees, including all expense of litigation or settlement, or causes of action of any kind which may arise by reason of injury to or death of any person or for a loss of, damage to, or loss of the use of any property arising out of or in any way connected to Everman's performance of services under this agreement including any intentional or negligent acts or omissions of Everman's officials, officers, agents or employees relating to or arising out of the performance of the services provided under this Agreement.

To the extent allowed by law, City agrees to indemnify, save and otherwise hold harmless Everman, its officers, agents and employees in both public and private capacity against all liability claims, suits, demands, losses, damages, attorney fees, including all expense of litigation or settlement, or causes of action of any kind which may arise by reason of injury to or death of any person or for a loss of, damage to, or loss of the use of any property arising out of or in any way connected to the failure of the equipment associated with the services provided by Everman to the City by this agreement, or the intentional or negligent acts or omissions of City's officials, officers, agents or employees relating to or arising out of the failure of the equipment associated with the Services provided by Everman to the City.

It is expressly understood and agreed that, in the execution of this Agreement, Everman and City do not waive, nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to or against claims arising in the exercise of governmental functions relating hereto or otherwise. By entering into this Agreement, Everman and City do not create any obligations express or implied, other than those set forth herein, and this Agreement shall not create any rights in any parties not signatory hereto.

Article III Miscellaneous

3.1 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received as sent by courier or otherwise hand delivered:

If intended for City of Everman, to:

City of Everman
Attn: City Manager
212 North Race Street
Everman, Texas
305 Century Parkway
Allen, Texas 75013

With a copy to:

Nichols Jackson, L.L.P.
Attn: Victoria W. Thomas
Suite 1800, Ross Tower
500 N. Akard Street
Dallas, Texas 75201

If intended for Tarrant County Fire Alarm
Center, to:

Tarrant County Fire Alarm Center
Attn: _____

If intended for City of White Settlement, to:

City of White Settlement
Attn: _____

3.2 Governing Law. This Assignment and Amendment Agreement shall be construed under the laws of the State of Texas, without regard to any conflict of law rules. Venue for any action under this Assignment and First Amendment shall be the State District Court of Tarrant County, Texas. Without waiving immunities provided by law, the Parties agree to submit to the personal and subject matter jurisdiction of said court.

3.3 Counterparts. This Assignment and Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

3.4 Entire Agreement. This Assignment and Amendment Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written, previous or contemporary agreements between the Parties and relating to the matters set forth herein, and except as otherwise provided herein cannot be modified without written agreement of the Parties.

3.5 Recitals. The determinations recited and declared in the preambles to this Assignment and Amendment Agreement are hereby incorporated herein by this reference.

3.6 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Assignment and Amendment Agreement shall survive termination.

3.7 The Original Agreement shall remain in full force and effect except as amended herein.

3.8 Effective Date. This Assignment and First Amendment Agreement shall be effective on the last date of execution hereof by the Parties.

EXECUTED the ____ day of February, 2023.

ASSIGNOR:

TARRANT COUNTY FIRE ALARM CENTER

By: _____
Kirt Mays, President

EXECUTED the ____ day of February, 2023.

ASSIGNEE:

CITY OF EVERMAN, TEXAS

By: _____
Craig Spencer, City Manager

EXECUTED the ____ day of February, 2023.

City of White Settlement, Texas

By: _____
Ronald A. White, Mayor

EMERGENCY DISPATCH SERVICE CONTRACT

STATE OF TEXAS)
COUNTY OF TARRANT)

COPY

Whereas, the Tarrant County Fire Alarm Center, (Alarm Center), a non-profit Corporation of the State of Texas, and the City of White Settlement, Texas (City), are empowered to make agreements for the provisions of emergency dispatch services, a governmental function; and

Whereas, the Alarm Center and the City desire to enter into this agreement; and

Whereas, the City Council of the City finds the following agreement is in the best interest of and serves the public health, safety, and welfare.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein made, the benefits flowing to each parties hereto and other good and valuable considerations, the City of White Settlement, Texas, and the Tarrant County Fire Alarm Center do hereby contract and agree as follows:

The Alarm Center agrees to:

- A. Provide all such services as required to provide the City with 24 hour per day dispatching service for the City of White Settlement Fire Department, including all calls for service within its City limits, and within the boundaries as contracted for the City with the Tarrant County Emergency Services District #1, and for all other such calls as its fire department would respond to if called upon to do so;
- B. Staff the Alarm Center to provide the receiving of both 9-1-1 and other emergency calls for fire, rescue, and emergency medical services for the City of White Settlement, Texas, and the areas to which the White Settlement Fire Department responds;
- C. Dispatch all emergency calls for fire, rescue, and emergency medical services for the White Settlement Fire Department in a prompt and expedient manner by radio as provided by the City;
- D. Provide 24 hour per day recording of all 9-1-1 and other emergency telephone calls, all radio transmissions associated with dispatching all calls for fire, rescue, and emergency medical services for the City of White Settlement, Texas, Fire Department, and to retain such recordings for a period of not less than thirty (30) days. Such recordings shall be made available to the City of White Settlement, Texas, upon written request, for its review in the event any questions or concerns should arise from the receiving and/or dispatching of any call or calls for service; Furthermore any recording of radio transmissions, 9-1-1 or other

emergency telephone calls retained in our database on behalf of the City of White Settlement, Texas Fire Department will remain the property of the City of White Settlement.

Authority to request such recordings shall be reserved to the senior administration of the City of White Settlement, Texas. This shall include the Fire Chief and his/her designated representatives, the City Manager, Assistant City Manager, the Mayor and any of their designated representatives.

E. Provide access to reports containing information of all calls dispatched for the White Settlement Fire Department, to include the date, time, location, and nature of all such calls. Furthermore any call sheets, and/or reports retained in our database on behalf of the City of White Settlement, Texas Fire Department will remain the property of the City of White Settlement.

F. The Tarrant County Fire Alarm Center agrees to abide by the City's policies in regard to the release of information in accordance with the Texas Public Information Act

G. In addition, and if requested by the City, the Tarrant County Fire Alarm Center agrees to submit, on a quarterly basis, a financial report on the status of the Fire Alarm Center to reflect its operating expenses and financial status.

H. Provide a "General Liability" Insurance Policy in the amount of one (1) million dollars (\$1,000,000.00) that will hold harmless the Tarrant County Fire Alarm Center and all contracting agencies and cities for any acts of negligence or other litigation against the Alarm Center arising from the operation of the Alarm Center, its agents and employees, and agrees to include the City of White Settlement as an additional insured under the policy.

The City agrees to, in exchange for such services:

A. Purchase, install, and maintain at its sole cost and expense, a radio base station and repeater link in order for the Alarm Center to dispatch calls by radio to the White Settlement Fire Department;

B. Provide all necessary maps and street information, and all other information requested by the Tarrant County Fire Alarm Center necessary to dispatch all calls for fire, rescue, and emergency medical services in a prompt and expedient manner, and to locate any such call for service within the area the White Settlement Fire Department provides service. Such information shall include, but not be limited to, names and addresses of all businesses, schools, churches, and other important structures within the City of White Settlement, Texas; its Fire Department and City staff; and all other personnel whom might need to be contacted in the event of a major incident or disaster;

C. Abide by the Standard Operating Procedures (SOP's) and its rules and regulations as established and approved by the Board of Directors of the Fire Alarm Center for the operation of the Alarm Center by its personnel;

D. Pay to the Tarrant County Fire Alarm Center the sum of THIRTY-FIVE THOUSAND DOLLARS & .00 CENTS (\$35,000.00) for each year this contract is in effect, with payment due on October 1st of each year.

TERMS OF AGREEMENT

The term of this agreement shall be for one (1) year, beginning October 1st, 2022 through September 30, 2023.

NOTICE OF CANCELLATION

In the event that the Tarrant County Fire Alarm Center fails in any way to provide the services in this agreement, the City of White Settlement, Texas, may cancel this agreement. Such notice of cancellation shall be given in writing, listing its reasons for such cancellations, and to be effective 30 days after such notice is received.

In the event that the City of White Settlement, Texas, fails to comply with the provisions of this agreement, the Tarrant County Fire Alarm Center may cancel this agreement. Such notice of cancellation shall be given in writing, listing its reasons for such cancellations, and to be effective 30 days after such notice is received.

In the event either party's gives notice of cancellation of this agreement, the Alarm Center agrees to refund to City its money paid for services which it will no longer receive, to be prorated from the time services are discontinued until the expiration date on the contract.

LIABILITY

It is the intention of the parties and the parties do agree that any and all civil liability related to the furnishing of the services contemplated by this agreement to the City, as the governmental unit which would be responsible for furnishing such services absent this agreement, shall be the responsibility of the City, and the City agrees, to the extent permitted by law, to indemnify, save and defend the Alarm Center, its agents, officers and employees harmless from all liabilities, claims, cause 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 Alarm Center to the City by this agreement. The fact that the parties accept certain responsibilities relating to the rendition of services under this agreement as a part of their responsibility for providing protection for the public health make it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be and is hereby invoked to the fullest extent possible under the law. 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.

LAWS 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. Venue under this agreement lies in Tarrant County, Texas.


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 deemed to have contracted as if said clause, section, paragraph or portion had not been contained in the agreement initially.

AUTHORITY

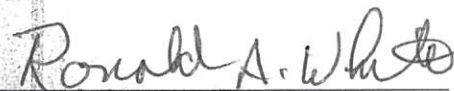
The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed by majority of the City Council and by the Board of Directors of the Tarrant County Fire Alarm Center, at which meetings a quorum was present, and are now in full force and effect.

Executed in duplicate original this 6th day of September, 2022.






City Secretary
City of White Settlement, Texas



Mayor,
City of White Settlement, Texas



Approved as to Form and ~~Legality~~
City Attorney
City of White Settlement, Texas



Kirt Mays, President
Board of Directors
Tarrant County Fire Alarm Center

EXHIBIT D

STATE OF TEXAS	§	ASSIGNMENT AND CONSENT TO ASSIGNMENT OF
	§	EMERGENCY DISPATCH SERVICE CONTRACT
COUNTY OF TARRANT	§	

This Assignment and Consent to Assignment of the Emergency Dispatch Service Contract ("Assignment Agreement") is entered into by and among the City of Everman, Texas ("Assignee"), Tarrant County Fire Alarm Center, a non-profit corporation of the State of Texas, ("Assignor"), and Briar-Reno Fire Department ("BRFD"), serving the City of Pelican Bay, (each a "Party" or collectively the "Parties"), acting by and through their authorized representatives.

WITNESSETH:

WHEREAS, BRFD and the Assignor entered into that certain *Emergency Dispatch Service Contract* dated September 12, 2022 (the "Original Agreement"), a true and correct copy of which is attached hereto and incorporated herein by this reference as Exhibit "1"; and

WHEREAS, Assignor desires to assign all of Assignor's rights, duties, and obligations under the Original Agreement to the Assignee; and

WHEREAS, BRFD has made full payment to Assignor in the amount of Eight Thousand, Seven Hundred and Forty-seven and No/100 Dollars (\$8,747.00) pursuant to the Original Agreement; and

WHEREAS, Assignor acknowledges and agrees that it has received full payment under the Original Agreement and is not entitled to further compensation from BRFD under the Original Agreement and as amended herein; and

WHEREAS, Assignee desires to assume the obligations of Assignor under the Original Agreement, as amended herein; and

WHEREAS, Assignee acknowledges and agrees that Assignee shall complete the remaining services required by the Original Agreement and, as compensation therefor, Assignor acknowledges and agrees that it shall pay to Assignee on or before February 28, 2023, on behalf of BRFD, the sum of \$6,560.25, which Assignee agrees to accept as full compensation from BRFD therefor; and

WHEREAS, BRFD desires and by this Assignment does hereby consent to the assignment of the Original Agreement by the Assignor to the Assignee;

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for good and other valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

Article I
Assignment and Consent to Assignment

1.1 The Assignor does hereby assign all of its rights, responsibilities and obligations under the Original Agreement to the Assignee, and Assignee, for the compensation paid by Assignor on behalf of BRFD in the amount of \$6,560.25, does hereby expressly assume all the rights, duties, responsibilities and obligations of Assignee under the Original Agreement.

1.2 BRFD does hereby consent to the assignment of the Original Agreement by the Assignor to the Assignee. BRFD agrees to look solely to the Assignee for the performance and satisfaction of the obligations of Assignor under the Original Agreement. Assignor and BRFD represent that there are no uncured defaults under the Original Agreement, and that the Original Agreement is in full force and effect.

Article II
Miscellaneous

2.1 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days after being deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received, as evidenced by dated signature acknowledging receipt, if sent by courier or otherwise hand delivered:

If intended for City of Everman, to:

With a copy to:

City of Everman
Attn: City Manager
212 North Race Street
Everman, Texas 76140

Nichols Jackson, L.L.P.
Attn: Victoria W. Thomas
Suite1800, Ross Tower
500 N. Akard Street
Dallas, Texas 75201

If intended for Tarrant County Fire
Alarm Center, to:

Tarrant County Fire Alarm Center
Attn: _____

If intended for Briar-Reno Fire Dept., to:

Briar Reno Fire Department
Attn: _____

2.2 Governing Law. This Assignment and Consent to Assignment of Emergency Dispatch Service Contract shall be construed under the laws of the State of Texas, without regard to any conflict of law rules. Venue for any action under this Assignment and Consent to Assignment shall be the State District Court of Tarrant County, Texas. Without waiving immunities provided by law, the Parties agree to submit to the personal and subject matter jurisdiction of said court.

2.3 Counterparts. This Assignment and Consent to Assignment of Emergency Dispatch Service Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

2.4 Entire Agreement. This Assignment and Consent to Assignment of Emergency Dispatch Service Contract embodies the complete agreement of the Parties hereto, superseding all oral or written, previous or contemporary agreements between the Parties and relating to the matters set forth herein, and except as otherwise provided herein cannot be modified without written agreement of the Parties.

2.5 Recitals. The determinations recited and declared in the preambles to this Assignment and Consent to Assignment of Emergency Dispatch Service Contract are hereby incorporated herein as part of this Assignment Agreement.

2.6 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Assignment and Consent to Assignment of Emergency Dispatch Service Contract shall survive termination.

2.7 The Original Agreement shall remain in full force and effect except as amended herein.

2.8 Effective Date. This Assignment and Consent to Assignment of Emergency Dispatch Service Contract shall be effective on the last date of execution hereof by the Parties.

[Signature Pages to Follow]

EXECUTED the ____ day of February, 2023.

ASSIGNOR:

TARRANT COUNTY FIRE ALARM CENTER

By: _____
Kirt Mays, President

EXECUTED the _____ day of February, 2023.

ASSIGNEE:

CITY OF EVERMAN, TEXAS

By: _____
Craig Spencer, City Manager

EXECUTED the ____ day of February, 2023.

BRIAR-RENO FIRE DEPARTMENT

By: _____
Moses Druxman, Fire Chief

EMERGENCY DISPATCH SERVICE CONTRACT

STATE OF TEXAS)

COUNTY OF TARRANT)

Whereas, the Tarrant County Fire Alarm Center, (Alarm Center), a non-profit Corporation of the State of Texas, and the Briar-Reno Fire Department (BRFD) serving the City of Pelican Bay, all located within the State of Texas, are empowered to make agreements for the provisions of emergency dispatch services, a governmental function; and

Whereas, the Alarm Center and the BRFD desire to enter into this agreement; and

Whereas, the Senior Administration of the BRFD finds the following agreement is in the best interest of and serves the public health, safety, and welfare of the citizens of the City of Pelican Bay, Texas.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein made, the benefits flowing to each parties hereto and other good and valuable considerations, the Briar-Reno Fire Department serving the City of Pelican Bay and the Tarrant County Fire Alarm Center do hereby contract and agree as follows:

The Alarm Center agrees to:

- A. Provide all such services as required to provide the BRFD with 24 hour per day dispatching service for the areas within the City of Pelican Bay official city limits and for all other such calls that the Briar-Reno Fire Department would respond to within the City of Pelican Bay if called upon to do so;
- B. Staff the Alarm Center to provide the receiving of both 9-1-1 and other emergency calls for fire, rescue, and emergency medical services for the City of Pelican Bay, Texas.
- C. Dispatch all emergency calls for fire, rescue, and emergency medical services for the Briar-Reno Volunteer Fire Department in a prompt and expedient manner by radio as provided by the BRFD;
- D. Provide 24 hour per day recording of all 9-1-1 and other emergency telephone calls, all radio transmissions associated with dispatching all calls for fire, rescue, and emergency medical services for the City of Pelican Bay, Texas and Briar-Reno Fire Department, and to retain such recordings for a period of not less than thirty (30) days. Such recordings shall be made available to the BRFD upon written request, for its review in the event any questions or concerns should arise from the receiving and/or dispatching of any call or calls for service; Furthermore any recording of radio transmissions, 9-1-1 or other emergency

telephone calls retained in our database on behalf of the BRFD in their duties of serving the City of Pelican Bay, Texas will remain the property of the BRFD.

Authority to request such recordings shall be reserved to the senior administration of the City of Pelican Bay, Texas and the "Chief Officers" of the BRFD. This shall include the Briar-Reno Fire Chief and his/her designated representatives, the City of Pelican Bay, Texas City Manager, Assistant City Manager, Mayor and any of their designated representatives.

E. Provide access to reports containing information of all calls dispatched for the Briar-Reno Fire Department, to include the date, time, location, and nature of all such calls. Furthermore any call sheets, and/or reports retained in our database on behalf of the City of Pelican Bay, Texas and the Briar-Reno Fire Department will remain the property of the BRFD.

The BRFD agrees to, in exchange for such services:

A. Purchase, install, and maintain at its sole cost and expense, a radio base station and repeater link in order for the Alarm Center to dispatch calls by radio to the Briar-Reno Fire Department;

B. Provide all necessary maps and street information, and all other information requested by the Tarrant County Fire Alarm Center necessary to dispatch all calls for fire, rescue, and emergency medical services in a prompt and expedient manner, and to locate any such call for service within the City of Pelican Bay that the Briar-Reno Fire Department provides service. Such information shall include, but not be limited to, names and addresses of all businesses, schools, churches, and other important structures within the City of Pelican Bay, Texas; the Briar-Reno Fire Department staff; and all other personnel whom might need to be contacted in the event of a major incident or disaster within the City of Pelican Bay, Texas;

C. Abide by the Standard Operating Procedures (SOP's) and its rules and regulations as established and approved by the Board of Directors of the Fire Alarm Center for the operation of the Alarm Center by its personnel;

D. Pay to the Tarrant County Fire Alarm Center the sum of EIGHT THOUSAND, SEVEN HUNDRED and FORTY-SEVEN DOLLARS & .00 CENTS (\$8,747.00) for each year the contract is in effect, with payment due on October 1st of each year.

TERMS OF AGREEMENT

The term of this agreement shall be for one (1) year, beginning October 1st, 2022 through September 30th, 2023.

NOTICE OF CANCELLATION

In the event that the Tarrant County Fire Alarm Center fails in any way to provide the services in this agreement, the BRFD may cancel this agreement. Such notice of

cancellation shall be given in writing, listing its reasons for such cancellations, and to be effective 30 days after such notice is received.

In the event that the BRFD fails to comply with the provisions of this agreement, the Tarrant County Fire Alarm Center may cancel this agreement. Such notice of cancellation shall be given in writing, listing its reasons for such cancellations, and to be effective 30 days after such notice is received.

In the event either party's gives notice of cancellation of this agreement, the Alarm Center agrees to refund to BRFD its money paid for services which it will no longer receive, to be prorated from the time services are discontinued until the expiration date on the contract.

LIABILITY

It is the intention of the parties and the parties do agree that any and all civil liability related to the furnishing of the services contemplated by this agreement to the BRFD in serving the City of Pelican Bay shall be the responsibility of the BRFD, and the BRFD agrees, to the extent permitted by law, to indemnify, save and defend the Alarm Center, its agents, officers and employees harmless from all liabilities, claims, cause 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 Alarm Center to the BRFD serving the City of Pelican Bay by this agreement. The fact that the parties accept certain responsibilities relating to the rendition of services under this agreement as a part of their responsibility for providing protection for the public health make it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be and is hereby invoked to the fullest extent possible under the law. 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.

LAWS 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. Venue under this agreement lies in Tarrant County, Texas.

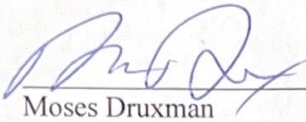
SEVERABILITY

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 deemed to have contracted as if said clause, section, paragraph or portion had not been contained in the agreement initially.

AUTHORITY

The undersigned officers and/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 to the other that any necessary resolutions or approvals extending said authority have been duly granted both by the Board of Directors of the Tarrant County Fire Alarm Center and by the Senior Administration or Officers of the BRFD serving the City of Pelican Bay.

Executed in duplicate original this 12th day of September, 2022.


Moses Druxman
Fire Chief
Briar-Reno Fire Department

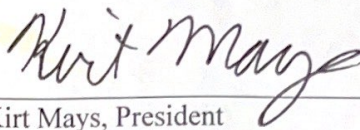

Kirt Mays, President
Board of Directors
Tarrant County Fire Alarm Center



EXHIBIT E

STATE OF TEXAS § ASSIGNMENT, CONSENT TO ASSIGNMENT AND FIRST
 § AMENDMENT TO EMERGENCY DISPATCH SERVICE
COUNTY OF TARRANT § CONTRACT

This Assignment, Consent to Assignment and First Amendment to Emergency Dispatch Service Contract (“Assignment and Amendment Agreement”) is entered into by and among the City of Everman, Texas (“Assignee”), Tarrant County Fire Alarm Center, a non-profit corporation of the State of Texas (“Assignor”), and the City of Reno, Texas (“City”) (each a “Party” or collectively the “Parties”), acting by and through their authorized representatives.

WITNESSETH:

WHEREAS, City and the Assignor entered into that certain *Emergency Dispatch Service Contract* dated December 21, 2022 (the “Original Agreement”), a true and correct copy of which is attached hereto and incorporated herein by this reference as Exhibit “1”; and

WHEREAS, Assignor desires to assign all of Assignor’s rights, duties, and obligations under the Original Agreement to the Assignee; and

WHEREAS, City has made full payment to Assignor in the amount of Thirty-five Thousand and No/100 Dollars (\$35,000.00) pursuant to the Original Agreement; and

WHEREAS, Assignor acknowledges and agrees that it has received full payment under the Original Agreement and is not entitled to further compensation from City under the Original Agreement and as amended herein; and

WHEREAS, the Parties desire to amend the Original Agreement as set forth herein; and

WHEREAS, Assignee desires to assume the obligations of Assignor under the Original Agreement, as amended herein; and

WHEREAS, Assignee acknowledges and agrees that Assignee shall complete the remaining services required by the Original Agreement, as amended herein, and, as compensation therefor, Assignor acknowledges and agrees that it shall pay to Assignee, on or before February 28, 2023, on behalf of City, the sum of \$26,250.00, which Assignee agrees to accept as full compensation from City therefor; and

WHEREAS, the City desires and by this Assignment does hereby consent to the assignment of the Original Agreement, as amended herein by the Assignor to the Assignee;

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for good and other valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

Article I Assignment and Consent to Assignment

1.1 The Assignor does hereby assign all of its rights, responsibilities and obligations under the Original Agreement, as amended herein, to the Assignee, and Assignee, for the compensation paid by

Assignor on behalf of City in the amount of \$26,250.00, does hereby expressly assume all the rights, duties, responsibilities and obligations of Assignee under the Original Agreement, as amended herein.

1.2 The City does hereby consent to the assignment of the Original Agreement as amended herein, by the Assignor to the Assignee. The City agrees to look solely to the Assignee for the performance and satisfaction of the obligations of Assignor under the Original Agreement, as amended herein. Assignor and the City represent that there are no uncured defaults under the Original Agreement, and that the Original Agreement is in full force and effect.

Article II Amendments to Original Agreement

The Parties agree that the Original Agreement is hereby amended as follows: Sections G on page 2 of 4 of the Original Agreement, under the section labeled "The Alarm Center agrees to:", is deleted in it's entirety. Section H is hereby amended as follows:

LIABILITY

To the extent allowed by law, Everman hereby agrees to indemnify and otherwise hold harmless City, its officers, agents and employees in both public and private capacity against all liability claims, suits, demands, losses, damages, attorney fees, including all expense of litigation or settlement, or causes of action of any kind which may arise by reason of injury to or death of any person or for a loss of, damage to, or loss of the use of any property arising out of or in any way connected to Everman's performance of services under this agreement including any intentional or negligent acts or omissions of Everman's officials, officers, agents or employees relating to or arising out of the performance of the services provided under this Agreement.

To the extent allowed by law, City agrees to indemnify, save and otherwise hold harmless Everman, its officers, agents and employees in both public and private capacity against all liability claims, suits, demands, losses, damages, attorney fees, including all expense of litigation or settlement, or causes of action of any kind which may arise by reason of injury to or death of any person or for a loss of, damage to, or loss of the use of any property arising out of or in any way connected to the failure of the equipment associated with the services provided by Everman to the City by this agreement, or the intentional or negligent acts or omissions of City's officials, officers, agents or employees relating to or arising out of the failure of the equipment associated with the Services provided by Everman to the City.

It is expressly understood and agreed that, in the execution of this Agreement, Everman and City do not waive, nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to or against claims arising in the exercise of governmental functions relating hereto or otherwise. By entering into this Agreement, Everman and City do not create any obligations express or implied, other than those set forth herein, and this Agreement shall not create any rights in any parties not signatory hereto.

Article III Miscellaneous

3.1 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received as sent by courier or otherwise hand delivered:

If intended for City of Everman, to:

City of Everman
Attn: City Manager
212 North Race Street
Everman, Texas
305 Century Parkway
Allen, Texas 75013

With a copy to:

Nichols Jackson, L.L.P.
Attn: Victoria W. Thomas
Suite 1800, Ross Tower
500 N. Akard Street
Dallas, Texas 75201

If intended for Tarrant County Fire Alarm
Center, to:

Tarrant County Fire Alarm Center
Attn: _____

If intended for City of Reno, to:

City of Reno
Attn: _____

3.2 Governing Law. This Assignment and Amendment Agreement shall be construed under the laws of the State of Texas, without regard to any conflict of law rules. Venue for any action under this Assignment and First Amendment shall be the State District Court of Tarrant County, Texas. Without waiving immunities provided by law, the Parties agree to submit to the personal and subject matter jurisdiction of said court.

3.3 Counterparts. This Assignment and Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

3.4 Entire Agreement. This Assignment and Amendment Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written, previous or contemporary agreements between the Parties and relating to the matters set forth herein, and except as otherwise provided herein cannot be modified without written agreement of the Parties.

3.5 Recitals. The determinations recited and declared in the preambles to this Assignment and Amendment Agreement are hereby incorporated herein by this reference.

3.6 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Assignment and Amendment Agreement shall survive termination.

3.7 The Original Agreement shall remain in full force and effect except as amended herein.

3.8 Effective Date. This Assignment and First Amendment Agreement shall be effective on the last date of execution hereof by the Parties.

EXECUTED the ____ day of February, 2023.

ASSIGNOR:

TARRANT COUNTY FIRE ALARM CENTER

By: _____
Kirt Mays, President

EXECUTED the ____ day of February, 2023.

ASSIGNEE:

CITY OF EVERMAN, TEXAS

By: _____
Craig Spencer, City Manager

EXECUTED the ____ day of February, 2023.

City of Reno, Texas

By: _____
Sam White, Mayor



Tarrant County Fire Alarm Center

400 S. Saginaw Blvd

Saginaw, Texas 76179

Main# (817) 232-9880 Fax# (817) 232-9885

www.tcfirealarm.com admin@tcfirealarm.com

**City of Reno
195 W. Reno Rd
Azle, Texas 76020**

August 24, 2022

Honorable Mayor White,

Please find attached the contract for fiscal year 2022-2023 for emergency dispatch services with the Tarrant County Fire Alarm Center. You may have previously received a letter (a copy of that letter is included) outlining the TCFAC relocation to the City of Everman and the forthcoming contract for service that will eventually be between your entity and the City of Everman. While the physical relocation is still scheduled to occur in the month of October your contract will renew with the TCFAC as it is structured today. Preparations for the relocation are ongoing as is the drafting of the forthcoming contract that will eventually be with the City of Everman. To permit all involved entities to provide input in and have ample time to review a change in the contract it is prudent to renew the exiting contract and forgo any potential contract lapse with the October 1 renewal fast approaching.

This contract incorporates a 2.2% increase over the current year's contract service rate of \$34,234. The upcoming year's contract price with the 2.2% increase is \$35,000, a total increase of \$766. There will not be any contract price change during the 2022-23 fiscal year even though the contract will eventually be revised to a contract with the City of Everman sometime within the fiscal year.

Upon approval we ask that you sign both copies. Retain one for your records and return the other signed copy to our office. Included with the contract is a copy of the Tarrant County Fire Alarm Center's 2022-2023 proposed budget. An invoice for service for the upcoming fiscal year will be distributed in September.

We greatly appreciate the opportunity to continue serving the citizens of the City of Reno and your fire department. Our goal is to provide the highest level of service possible so that your fire department and the citizens you serve remain pleased with the level of services you receive. If you should ever have any questions, comments, or concerns please don't hesitate to contact me at (817) 988-0861 or by email kmays@haslet.org

Sincerely,

Kirt Mays
Board President
Tarrant County Fire Alarm Center

Cc: City Administrator Passmore
Fire Chief Druxman

EMERGENCY DISPATCH SERVICE CONTRACT

STATE OF TEXAS)

COUNTY OF TARRANT)

Whereas, the Tarrant County Fire Alarm Center, (Alarm Center), a non-profit Corporation of the State of Texas, and the City of Reno, Texas (City), are empowered to make agreements for the provisions of emergency dispatch services, a governmental function; and

Whereas, the Alarm Center and the City desire to enter into this agreement; and

Whereas, the City Council of the City finds the following agreement is in the best interest of and serves the public health, safety, and welfare.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein made, the benefits flowing to each parties hereto and other good and valuable considerations, the City of Reno, Texas, and the Tarrant County Fire Alarm Center do hereby contract and agree as follows:

The Alarm Center agrees to:

- A. Provide all such services as required to provide the City with 24 hour per day dispatching service for the Briar-Reno Fire Department, including all calls for service within the City of Reno official city limits and for all other such calls that the Reno-Briar Fire Department would respond to within the City of Reno if called upon to do so;
- B. Staff the Alarm Center to provide the receiving of both 9-1-1 and other emergency calls for fire, rescue, and emergency medical services for the City of Reno, Texas.
- C. Dispatch all emergency calls for fire, rescue, and emergency medical services for the Reno-Briar Fire Department in a prompt and expedient manner by radio as provided by the City;
- D. Provide 24 hour per day recording of all 9-1-1 and other emergency telephone calls, all radio transmissions associated with dispatching all calls for fire, rescue, and emergency medical services for the City of Reno, Texas, Reno-Reno Fire Department, and to retain such recordings for a period of not less than thirty (30) days. Such recordings shall be made available to the City of Reno, Texas, upon written request, for its review in the event any questions or concerns should arise from the receiving and/or dispatching of any call or calls for service; Furthermore any recording of radio transmissions, 9-1-1 or other emergency telephone calls retained in our database on behalf of the City of Reno, Texas and the Reno-Briar Fire Department will remain the property of the City of Reno.

Authority to request such recordings shall be reserved to the senior administration of the City of Reno, Texas. This shall include the Reno-Briar Fire Chief and his/her designated representatives, the City Manager, Assistant City Manager, the Mayor and any of their designated representatives.

E. Provide access to reports containing information of all calls dispatched for the Reno-Briar Fire Department, to include the date, time, location, and nature of all such calls. Furthermore any call sheets, and/or reports retained in our database on behalf of the City of Reno, Texas and the Reno-Briar Fire Department will remain the property of the City of Reno.

F. The Tarrant County Fire Alarm Center agrees to abide by the City's policies in regard to the release of information in accordance with the Texas Public Information Act

G. In addition, and if requested by the City, the Tarrant County Fire Alarm Center agrees to submit, on a quarterly basis, a financial report on the status of the Fire Alarm Center to reflect its operating expenses and financial status;

H. Provide a "General Liability" Insurance Policy in the amount of one (1) million dollars (\$1,000,000.00) that will hold harmless the Tarrant County Fire Alarm Center and all contracting agencies and cities for any acts of negligence or other litigation against the Alarm Center arising from the operation of the Alarm Center, its agents and employees, and agrees to include the City of Reno as an additional insured under the policy.

The City agrees to, in exchange for such services:

A. Purchase, install, and maintain at its sole cost and expense, a radio base station and repeater link in order for the Alarm Center to dispatch calls by radio to the Reno-Briar Fire Department;

B. Provide all necessary maps and street information, and all other information requested by the Tarrant County Fire Alarm Center necessary to dispatch all calls for fire, rescue, and emergency medical services in a prompt and expedient manner, and to locate any such call for service within the City of Reno that the Reno-Briar Department provides service. Such information shall include, but not be limited to, names and addresses of all businesses, schools, churches, and other important structures within the City of Reno, Texas; the Reno-Briar Fire Department and City staff; and all other personnel whom might need to be contacted in the event of a major incident or disaster;

C. Abide by the Standard Operating Procedures (SOP's) and its rules and regulations as established and approved by the Board of Directors of the Fire Alarm Center for the operation of the Alarm Center by its personnel;

D. Pay to the Tarrant County Fire Alarm Center the sum of THIRTY-FIVE THOUSAND DOLLARS & .00 CENTS (\$35,000.00) for each year this contract is in effect, with payment due on October 1st of each year.

TERMS OF AGREEMENT

The term of this agreement shall be for one (1) year, beginning October 1st, 2022 through September 30, 2023.

NOTICE OF CANCELLATION

In the event that the Tarrant County Fire Alarm Center fails in any way to provide the services in this agreement, the City of Reno, Texas, may cancel this agreement. Such notice of cancellation shall be given in writing, listing its reasons for such cancellations, and to be effective 30 days after such notice is received.

In the event that the City of Reno, Texas, fails to comply with the provisions of this agreement, the Tarrant County Fire Alarm Center may cancel this agreement. Such notice of cancellation shall be given in writing, listing its reasons for such cancellations, and to be effective 30 days after such notice is received.

In the event either party's gives notice of cancellation of this agreement, the Alarm Center agrees to refund to City its money paid for services which it will no longer receive, to be prorated from the time services are discontinued until the expiration date on the contract.

LIABILITY

It is the intention of the parties and the parties do agree that any and all civil liability related to the furnishing of the services contemplated by this agreement to the City, as the governmental unit which would be responsible for furnishing such services absent this agreement, shall be the responsibility of the City, and the City agrees, to the extent permitted by law, to indemnify, save and defend the Alarm Center, its agents, officers and employees harmless from all liabilities, claims, cause 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 Alarm Center to the City by this agreement. The fact that the parties accept certain responsibilities relating to the rendition of services under this agreement as a part of their responsibility for providing protection for the public health make it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be and is hereby invoked to the fullest extent possible under the law. 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.

LAWS 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. Venue under this agreement lies in Tarrant County, Texas.

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 deemed to have contracted as if said clause, section, paragraph or portion had not been contained in the agreement initially.

AUTHORITY

The undersigned officers and/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 to the other that any necessary resolutions extending said authority have been duly passed by majority of the City Council and by the Board of Directors of the Tarrant County Fire Alarm Center, at which meetings a quorum was present, and are now in full force and effect.

Executed in duplicate original this 21 day of December, 2022



Scott Passmore
City Secretary
City of Reno, Texas

[Signature]
Mayor,
City of Reno, Texas

Approved as to Form and Legality:
City Attorney
City of Reno, Texas

kirt mays
Kirt Mays, President
Board of Directors
Tarrant County Fire Alarm Center