

INTERLOCAL AGREEMENT REGARDING VOICE AND LINE RECORDER

This Interlocal Agreement is made and entered into this date by and between the McLennan County 9-1-1 Emergency Assistance District (MCEAD) and the City of Hewitt, Texas, a Texas Municipal Corporation (Hewitt).

WITNESSETH:

WHEREAS, the MCEAD Board of Managers and Hewitt, pursuant to the provisions of the Interlocal Cooperation Act, Texas Government Code Chapter 791.01 et.Seq., as amended, enter into this agreement relating to 9-1-1 service and equipment in the City of Hewitt;

NOW, THEREFORE, the parties agree as follows:

I.

The term of this Agreement shall be a period of five (5) years from and after the effective date set forth below.

II.

Hewitt shall obtain (3) competitive bids or obtain a bid through a cooperative purchasing program for the purchase of a basic model voice and line recorder ("Recorder") and shall, in accordance with Hewitt's policies and procedures, purchase one (1) such recorder. Hewitt shall provide to MCEAD a copy of all competitive bids received for the Recorder. After Hewitt purchases a Recorder, provides the bids as required hereby and submits a request for reimbursement pursuant to this Agreement, MCEAD shall promptly reimburse Hewitt in an amount equal to the lowest competitive bid received by Hewitt for the Recorder. MCEAD shall not reimburse Hewitt for any costs associated with items, features, upgrades or optional equipment other than the Recorder as specified above.

III.

Hewitt shall use the Recorder to record all calls answered, conversations and communications on and over all Hewitt 911 PSAP lines. Hewitt shall maintain such recordings in accordance with Hewitt's record retention policies. MCEAD shall have full access to such

recordings for the purposes of determining that the MCEAD system and the Hewitt PSAP are functioning properly, and for training. Hewitt shall be solely responsible for training Hewitt personnel in the proper operation of the Recorder.

IV.

Hewitt shall be solely responsible for maintaining the Recorder in proper working order during the term of this Agreement. In the event Hewitt should cease operation of a PSAP, or should the Recorder be lost, damaged or destroyed and is not replaced by Hewitt, Hewitt shall repay to MCEAD a prorated portion of the amount MCEAD reimbursed Hewitt pursuant to this Agreement. Such prorated amount shall be determined by the ratio which the number of days remaining in the five (5) year term of this agreement (the numerator) bear to the total number of days in such five (5) year period (the denominator). The date of the cessation of use of the Recorder shall be the date used to determine the prorated repayment.

V.

Any notice permitted or required to be given to MCEAD hereunder may be given by registered or certified United States Mail, postage prepaid, return receipt requested, addressed to the McLennan County 9-1-1 Emergency Assistance District, 107 Burnett Court, Woodway, Texas 76712, and such notice shall be deemed given upon the deposit of the notice in the United States Mail as aforesaid. Any notice permitted or required to be given by MCEAD hereunder may be given by registered or certified United States Mail, postage prepaid, return receipt requested, addressed to City of Hewitt, 200 Patriot Ct, Hewitt, TX 76643, and such notice shall be deemed given upon MCEAD's deposit of the notice in the United States Mail as aforesaid.

VI.

This agreement represents the entire agreement of the parties and no changes or modifications of this agreement will be valid, unless evidenced by an instrument in writing signed by both parties.

VII.

This agreement shall be performable in McLennan County, Texas.

EXECUTED to be effective as of the 18 day of NOV., 2021.

ATTEST:



Bret Crook, Secretary, Board of Mgrs.

Dated: 11/18/21

McLENNAN COUNTY 9-1-1
EMERGENCY ASSISTANCE DISTRICT



Dennis Stapleton, President, Board of Mgrs.

ATTEST:

CITY OF HEWITT

Steve Fortenberry, Mayor

Dated: _____