

## GENERAL INTERLOCAL AGREEMENT

THE STATE OF TEXAS  
COUNTY OF CALHOUN

This INTERLOCAL AGREEMENT (the “Agreement”) is made pursuant to chapter 791 of the Texas Government Code (The Interlocal Cooperation Act) and is entered into by and between **CALHOUN COUNTY** (“County”), acting by and through its governing body, the Calhoun County Commissioners Court, and the **CITY OF PORT LAVACA**, Texas (“City”), acting by and through its governing body, the Port Lavaca City Council.

### WITNESSETH

In consideration of the mutual covenants and agreements set forth in this Contract, and other good and valuable consideration stated herein below, County and City hereby mutually agree as follows:

### ARTICLE I. PURPOSE

It is the purpose of this contract to improve and encourage the efficiency and effectiveness of the County and the City by authorizing the fullest range of intergovernmental cooperation.

Specifically, the County is hereby contracting and agreeing with the City to perform certain governmental functions and services. These governmental functions and services include the dispatch of emergency services within the city limits of Port Lavaca, Texas; providing radio communications between the officers, the emergency dispatch, the City and other local law enforcement and emergency personnel. This agreement is only for the county wide combined emergency dispatch services. The City agrees to reimburse the County for expenses incurred by the County in performance of this Agreement as detailed below. This reimbursement shall be monetary or in-kind services between the City and the

County. The County must have prior written approval for in-kind reimbursement from the City.

ARTICLE II.  
AUTHORITY

This Contract is entered into by the parties hereto, pursuant to the Texas Interlocal Cooperation Act, Section 791.002 of the Texas Government Code. The authority for the legislation is set out in said Interlocal Cooperation Act.

This Contract shall be governed by and subject to the laws of the State of Texas and, specifically, any of the terms and conditions of this Contract are subject to and shall be construed in accordance with the construction of the Texas Interlocal Cooperation Act recited hereinabove.

ARTICLE III.  
CONSIDERATION

In consideration for the County providing the governmental functions and services as set out hereinabove, the City hereby agrees to pay the County the sum of a total amount of the salary and benefits for 4 (four) dispatchers for the year per the adopted salary schedule for the Calhoun County Emergency Communication Division of Calhoun County, Texas. This yearly sum is due on the anniversary date of the execution of this Contract.

ARTICLE IV.  
TERMS AND CONDITIONS

Unless mutually initiated, cancelled, or terminated earlier, with thirty (30) days written notice, the first payment and this Agreement shall commence on January 1, 2025. This Agreement shall expire at midnight on December 31, 2025. This contract may be extended for three (3) annual renewals with the renewal fees and payments for each successive year.

The City will comply with the policies and procedures for the use of the County's emergency dispatch system, as set forth in the policies and procedures adopted by the Calhoun County Emergency Communication Division (attached as Exhibit A).

The City shall be entitled to use the County's radio communication frequencies as a sub-licensee and shall be permitted to transmit and receive official law enforcement voice and data communications.

The County shall make available to the City, access to the County's radio communication frequencies and shall assist the City in programming the City's communication equipment so that it is capable of transmitting and receiving on the County's radio frequencies. The County shall not be responsible for acquisition, installation, programming or maintaining the City's equipment.

The Calhoun County Emergency Communication Division shall provide for afterhours dispatch of non-emergency calls in the City i.e. Sewer, Water, Animal Control, and Police Admin callouts. The City shall keep these callout schedules and numbers up to date.

As long as this agreement is in full force and effect, the City is guaranteed (2) two positions on the governing board of the Dispatch Advisory Board.

Each party paying for the performance of governmental functions or services must make those payments from current revenues.

#### ARTICLE V. SEVERABILITY

If any provision of the Contract is held invalid, such invalidity shall not affect other provisions or applications of the Contract which can be given effect without the invalid provision or application, and to that end, the provisions of this Contract are declared to be severable.

#### ARTICLE VI. TERMINATION



The parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement. The commitment by the County to hire the existing (4) four City dispatchers or give them the first right of refusal for hire, stands and will be honored by the County for the initial execution of this agreement.

#### ARTICLE IX.

##### VENUE

Exclusive venue for any action arising out of or related to this Agreement shall be in Calhoun County, Texas.

#### ARTICLE X.

##### MISCELLANEOUS PROVISIONS

This instrument constitutes the entire Agreement between the County and the City relating to the rights and obligations assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties. This Agreement may be executed in duplicate counterparts, each having equal force and effect of an original. This Agreement shall become binding and effective only after it has been authorized and approved by both parties, as evidenced by the signature of the appropriate authority, pursuant to an order of the Commissioners Court of the County and the council of the City authorizing such execution.

This Agreement supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract.

No amendment, modifications, or alteration of the terms of this Contract shall be binding unless it is in writing, dated subsequent to the date of this Contract, and duly executed by the parties to this Contract.

If, as a result of a breach of this Contract by either party, the other party employs an attorney or attorneys to enforce his rights under this Contract, then the defaulting party agrees to pay the other parties' reasonable attorney's fees and costs incurred to enforce this Contract.

This Contract shall be binding upon and inure to the benefits of the parties hereto, their respective heirs, executors, administrators, legal representatives, successors and assigns.

**SIGNATURE PAGE TO FOLLOW**

EXECUTED IN DUPLICATE ORIGINALS, retained by each party hereto.  
Effective the \_\_\_\_ day of \_\_\_\_\_, 2024.

CALHOUN COUNTY, TEXAS

CITY OF PORT LAVACA, TEXAS

By: \_\_\_\_\_  
Richard H. Meyer, County Judge

By: \_\_\_\_\_  
Jack Whitlow, Mayor

ATTEST:

By: \_\_\_\_\_  
David Hall, Commissioner, Precinct 1

By: \_\_\_\_\_  
Anne Marie Odefey., City Attorney

By: \_\_\_\_\_  
Vern Lyssy, Commissioner, Precinct 2

By: \_\_\_\_\_  
Joel Behrens, Commissioner, Precinct 3

By: \_\_\_\_\_  
Gary Reese, Commissioner, Precinct 4

ATTEST:

By: \_\_\_\_\_  
Anna Goodman, County Clerk,  
Calhoun County, Texas