

INTERLOCAL COOPERATION AGREEMENT FOR ERATH COUNTY JOINT DISPATCH CENTER

This Interlocal Cooperation Agreement made and entered into as of the 28th of August, 2023 (the "Effective Date"), by and between the City of Stephenville (hereinafter "Stephenville"), Erath County (hereinafter the "County"), each acting by and through its governing body, pursuant to and under the authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The undersigned Local Governments may sometimes be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code; and
WHEREAS, the Parties are local governments as that term is defined by Chapter 791 of the Government Code; and
WHEREAS, the Parties have determined that it would be in the best interests of the citizens of Erath County to provide centralized dispatch center and 911 Public Safety Answering Point at the Dispatch Center; and
WHEREAS, the Parties, acting by and through its governing bodies, adopt the foregoing promises as findings of said governing bodies; and
NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants, agreements, obligations and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

ARTICLE I PURPOSE

- 1.1 The purpose of this Agreement is to establish the procedures for the operation of a centralized dispatch center that will provide dispatch services for all Parties pursuant to the terms and conditions provided herein.

ARTICLE II OPERATION OF DISPATCH CENTER AND 911 PUBLIC SAFETY ANSWERING POINT

- 2.1 Stephenville agrees to operate a centralized dispatch center (the "Dispatch Center") and 911 Public Answering Point (PSAP) at 320 W. College St. Stephenville TX 76401. Stephenville is hereby designated as the party with the authority to administer the terms of this agreement.
- 2.2 The Dispatch Center and PSAP shall answer all 9-1-1, 10-digit emergency and non-emergency calls for police, fire and EMS for the City of Stephenville and Erath County, Texas and dispatch all calls to the appropriate personnel.
- 2.3 The Dispatch Center shall also be responsible for the management of arrest warrants. Felony and misdemeanor warrants received from the District Court, County Court at Law and Justice of the Peace Courts will be received and securely maintained. All warrants will be properly entered and filed in the in-house data system along with the Texas Crime Information Center (TCIC) or the National Crime Information Center (NCIC).
- 2.4 The Dispatch Center shall be responsible for the management of all Protective Orders that are directed to the Stephenville Police Department and the Erath County Sheriff's Office. All Protective Orders shall be properly entered into the in-house data system along with the Texas Crime Information Center (TCIC) or the National Crime Information Center (NCIC).

2.5 The Dispatch Center and PSAP shall be operated and maintained by the Stephenville Police Department. Dispatchers shall be trained to handle calls from citizens that range from routine non-emergencies to life-threatening emergencies. Dispatchers shall undergo CPR training and complete specialized medical call training to obtain Emergency Medical Dispatch Certification. Each Dispatcher shall receive training that will certify them as a Texas Commission on Law Enforcement Officer.

2.6 The City shall employ enough qualified personnel as needed to properly provide the County with adequate and quality dispatch services, twenty-four hours a day, seven days a week.

ARTICLE III COST

County will provide the building to house the dispatch center at 320 W College St, Stephenville, Texas 76401. County will further provide at least one-half of consoles and other equipment needed to initially establish the Dispatch Center. Once said equipment is purchased, County will provide a detailed inventory to the City. County will retain full 100% ownership of said building and equipment. The Erath County Commissioner's Court must approve any repairs or improvements to the building prior those being initiated. Any repairs or improvements that Stephenville believes is necessary for the continued operation of the dispatch center shall be submitted in writing to the Erath County Judge's Office along with a cost estimate.

County will further provide access to all communication towers currently owned or leased by the County. County agrees to furnish copies of all lease agreements and maintenance records, as needed to carry out the terms of this agreement. County reserves the right to grant access to those towers to other agencies or organizations as County deems necessary and appropriate.

Stephenville shall prepare a proposed budget for the Dispatch Center and PSAP and present that to the County no later than June 30 of each year. County shall be responsible for 50% of the expenses of said budget. Any funds received by Stephenville from other agencies for providing dispatch services shall be deducted from the expenses before determining the 50% that the County will pay. County agrees to pay the 50% cost in 12 equal monthly payments on or before the 10th day of each month. All payments from the County must come from current available revenue.

3.4 Stephenville shall apply for grant funding for the dispatch center from all sources that they become aware for which the dispatch center would meet the eligibility requirements.

ARTICLE IV LIABILITY

Pursuant to Texas Government Code Section 791.006(a-1) and to the extent permitted by that statute, the Parties hereby agree that Stephenville shall assume all civil liability that may arise from the provision of services under this Agreement, regardless of which party would have been responsible for providing the services in the absence of this Agreement. This provision is intended to apportion liability differently than the assignment provided by Texas Government Code Section 791.006(a) and (b).

ARTICLE V BOARD OF DIRECTORS

A Board of Directors (the "Board") is hereby created for the sole purpose of establishing the processes and procedures of operation of the dispatch center. The Board shall monitor and discuss dispatch operations, service concerns and call volumes for each entity. The Board may, from time to time, make recommendations to Stephenville for changes in procedures. These recommendations are only binding on

Stephenville if a majority of the committee members vote to approve said recommendations. The Board shall meet quarterly or as needed. The Board will not be responsible for personnel matters since all employees performing dispatch services under this Agreement will be Stephenville employees. The Board shall consist of the following representatives: the Stephenville Chief of Police; the Erath County Sheriff; the Stephenville Fire Chief; the Erath County EMS Director; the president of the Erath County Volunteer Fire Departments Association; the Erath County Emergency Management Coordinator, and the Dispatch Center Communications Manager. The Chief of Police of any other law enforcement agency that contracts with Stephenville for dispatch services shall automatically become a member of the Committee. Each committee member shall have one vote.

The Dispatch Center Communications Manager shall present quarterly, or as-needed, financial reports on staffing, equipment, infrastructure and other costs to operate the Dispatch Center. The Board shall prepare a proposed annual budget for the dispatch center and present the budget to both the City and the County by June 15 of each year.

ARTICLE VI TERM

The term of this Agreement shall commence on the Effective Date and expire September 30, 2028 (the "Original Term"). The Agreement may be extended upon the mutual agreement of the Parties. This Agreement shall remain in full force and effect unless superseded by a supplemental agreement or terminated as provided in this Agreement and may be extended by the mutual agreement of the parties. The Term shall automatically renew for a subsequent period of the same length as the initial Term unless either Party gives the other written notice of termination at least (12) months prior to expiration of the current term.

ARTICLE VII TERMINATION

7.1 Termination for Convenience: If any Party desires to terminate the Agreement for any reason, the Party must give the other Party twelve (12) months prior written notice.

7.2 In the event that Stephenville fails to provide adequate funding in any fiscal year for the operation of the Dispatch Center, this contract shall terminate immediately and Stephenville will be required to vacate the premises within 5 days of receiving notice from the County of County's intent to exercise its rights under this Article VII.

ARTICLE VIII DISPUTE RESOLUTION

The parties agree that, before setting any hearing or initiating discovery in a suit alleging a breach or breaches of this Agreement, the parties shall mediate the controversy in good faith. The party alleging a breach of the Agreement shall notify the other party of the allegation and the requirement to mediate the dispute. If, within ten days after receipt of the notification, the other party does not agree to attend mediation or fails at any time to attend a scheduled mediation regarding the alleged breach or breaches of the Agreement, the party alleging the breach is released from the obligation to mediate and shall be free to litigate the alleged breach(es) of the Agreement to the extent permitted by applicable law.

**ARTICLE IX
MISCELLANEOUS**

(a) The Parties hereby agree that this Agreement constitutes an agreement for providing services to each other, which is subject to the provisions of Subchapter I of Chapter 271, Texas Local Government Code and any successor statute(s).

(b) In the event that any portion of this Agreement be found contrary to law, it is the intent of the Parties hereto that the remaining portions shall be valid and remain in full force and effect to the greatest extent allowable by law.

(c) This Agreement supersedes any prior agreements entered into by and between the parties regarding the subject of this Agreement.

(d) Venue and jurisdiction of any suit or right or cause of action arising under or in connection with this Agreement shall be exclusively in Erath County, Texas, and any court of competent jurisdiction shall interpret this Agreement in accordance with the laws of the State of Texas.

(e) This Agreement shall not be amended unless such amendment is executed by the duly authorized representatives of each Party in writing.

(f) The undersigned officers and/or agents of the Parties hereto are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the Parties hereto.

(g) This Agreement may be executed separately by the Parties, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Executed this 28th day of August 2023.

THE CITY OF STEPHENVILLE, TEXAS

By: _____
Doug Svien, Mayor

Attest:

Sarah Lockenour, City Secretary

ERATH COUNTY, TEXAS

By: BAC
Brandon Huckabee, County Judge

Attest:
Gwinda Jones
Gwinda Jones, County Clerk