

INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT DISPATCHING SERVICES

This Interlocal Agreement (the “AGREEMENT”) is entered into under the authority of Government Code Chapter 791 by and between the City of Stephenville, a political subdivision of the State of Texas (“CITY”), and Tarleton State University, on behalf of the Tarleton State University Police Department (“UNIVERSITY”), a member of The Texas A&M University System, an agency of the State of Texas. CITY and UNIVERSITY shall singularly be referred to as the “Party” and collectively as the “Parties.” This Agreement is entered into by the Parties pursuant to the authority granted under the Inter-local Cooperation Act, Texas Government Code, Chapter 791.

RECITALS

WHEREAS, the Parties desire to ensure the provision of law enforcement dispatch services and to enhance the public safety and welfare of the citizens of the City of Stephenville and the Tarleton State University student body and campus community; and

WHEREAS, the Parties desire to enter into this AGREEMENT to combine Dispatching Services to deliver these key public safety services at the highest level possible for both communities in accordance with the terms and conditions set forth herein; and

WHEREAS, the Parties have concluded that this AGREEMENT fairly compensates the performing party for the Dispatching Services being provided hereunder; and

WHEREAS, the CITY agrees to provide law enforcement dispatching services to the UNIVERSITY in accordance with this AGREEMENT.

NOW THEREFORE; IN CONSIDERATION of the mutual promises to each other made hereinafter, the undersigned parties agree as follows:

ARTICLE I TERM

1.01 The term of this Agreement shall become “Effective” as of the date of the last signature below, and shall continue for a period of five years, unless terminated by either Party as provided herein.

ARTICLE II DESIGNATED REPRESENTATIVES

2.01 CITY hereby appoints the Stephenville Police Department Chief of Police, or his designee, as its designated representative with regard to this AGREEMENT.

2.02 UNIVERSITY hereby appoints the University Chief of Police, or his designee, as its designated representative with regard to this AGREEMENT.

2.03 Each Party acknowledges that the respective representatives are intended to be the primary points of contact for the activities conducted under this AGREEMENT but are not authorized to amend, modify, or waive compliance with this AGREEMENT.

ARTICLE III
CITY'S DUTIES AND RESPONSIBILITIES

- 3.01 The CITY, through the Stephenville Police Department (SPD), will provide law enforcement dispatch services to UNIVERSITY law enforcement personnel in accordance with the terms and conditions of this AGREEMENT. Services will be provided twenty-four hours per day, seven days per week during the term of this AGREEMENT.
- 3.02 Dispatching service shall mean informing, advising and dispatching law enforcement units to the scene of an incident to which such law enforcement units ordinarily and customarily respond.
- 3.03 Requests for dispatching services will be taken by telephone, E911, Telecommunications Devices for the Deaf and, if available, Text to 911.
- 3.04 Dispatch services will be provided through the Stephenville Police Department Primary Digital radio channel that is P25 compliant.
- 3.05 SPD personnel will only dispatch calls associated with law enforcement incidents. Other types of calls, such as UNIVERSITY-specific courtesy services, will be routed to other appropriate dispatch services.
- 3.06 Law enforcement calls will be dispatched in a timely manner once the incident enters the waiting queue in the Computer Aided Dispatch (CAD) system. All calls will be dispatched according to SPD protocols without regard to jurisdiction.
- 3.07 SPD will refer callers of non-emergency/non-law enforcement calls to other appropriate numbers as time allows.
- 3.08 The telecommunications center shall be operated in a manner consistent with SPD policies and procedures.
- 3.09 Radio communications protocols have been developed by SPD so that all radio communications occur on a consistent basis. Current SPD Communications General Order will be disseminated to UNIVERSITY for information regarding protocols. UNIVERSITY will adopt this General Order for all communications originating from SPD to university police officers and from university police officers to SPD.
- 3.10 The Parties shall consult with each other regarding the configuration of unit identifiers.
- 3.11 Procedures for establishing prioritization of calls shall be the responsibility of SPD according to the SPD Call Priority and Response Directive. Call priorities shall be equally applied to all CITY or UNIVERSITY officers and calls for service. The Call Priority and Response Directive will be disseminated to UNIVERSITY for adoption. Any changes to the Directive will be provided in a timely manner.
- 3.12 CITY will maintain records on all transactions in accordance with CITY record retention guidelines. CAD transactions will be maintained for a minimum of two (2) years.
- 3.13 If UNIVERSITY utilizes the Computer Aided Dispatch (CAD) software SPILLMAN FLEX the CITY shall assist UNIVERSITY with network connectivity support beyond the public data carrier

by making the CITY's data support specialist(s) available to advise or direct the UNIVERSITY's data support specialist(s) during normal business hours.

- 3.14 For SPILLMAN FLEX, UNIVERSITY will provide the necessary software and hardware and CITY will assist, if necessary, with the installation of the software on the UNIVERSITY computers.
- 3.15 CITY shall fulfill its TCIC/NCIC responsibilities pursuant to the Terminal Agency Agreement.
- 3.16 CITY will provide the necessary NetMotion licenses; the cost for the initial license and the annual, ongoing support for the license will be incorporated into the fees assessed to UNIVERSITY.
- 3.17 CITY shall provide UNIVERSITY with written operation and administrative procedures.
- 3.18 CITY shall ensure that employees providing services for UNIVERSITY have not been designated by The Texas A&M University System as Not Eligible for Rehire as defined in A&M System policy 32.02, Section 4.

ARTICLE IV **UNIVERSITY'S DUTIES AND RESPONSIBILITIES**

- 4.01 UNIVERSITY shall be responsible for the cost to procure and maintain all equipment and network connectivity needed to communicate with the SPD Telecommunications Center. Access to the SPD network requires the use of NetMotion Mobility XE. NetMotion licenses are assigned individually to each Law Enforcement Officer.
- 4.02 UNIVERSITY shall adhere to all communications protocols developed by the SPD. UNIVERSITY shall ensure that all law enforcement personnel, who will access criminal justice information, shall comply with Texas Law Enforcement Telecommunications System (TLETS), Texas Crime Information Center (TCIC) and National Crime Information Center (NCIC) certification guidelines. UNIVERSITY shall ensure all law enforcement personnel attend TLETS Less than Full Access training, and become compliant with OMNIXX training protocols. UNIVERSITY shall ensure law enforcement personnel keep up to date with OMNIXX certifications on a yearly basis.
- 4.03 UNIVERSTIY shall install and maintain any software, hardware, and network connections necessary to view incidents in the CAD system and Records Management System (RMS) if they wish to have access for statistical or other purposes.
- 4.04 If UNIVERSITY uses SPILLMAN FLEX, it shall provide its own computers, software and mounting hardware approved by the CITY.
- 4.05 UNIVERSITY shall follow CITY's written operation and administrative procedures.
- 4.06 CITY encourages UNIVERSITY to utilize SPILLMAN FLEX because it allows CITY to efficiently dispatch and lower costs. The costs savings are realized by UNIVERSITY by lower costs per Call-for-Service (CFS).

ARTICLE V
PAYMENTS FOR SERVICES PROVIDED

- 5.01 UNIVERSITY shall pay CITY an annual amount of \$50,000, which the Parties estimate to be Tarleton State University Police Department's percentage of the total number of Calls For Service and other appropriate expenses generated by the CITY for public safety incidents. CITY and UNIVERSITY shall agree to review annual increases in operating costs and shall review prior to the annual budgeting process and no later than August 1. Any increases in payment shall be mutually agreed upon by UNIVERSITY and CITY in writing no later than September 1. UNIVERSITY's financial responsibilities under this Agreement shall commence October 1, 2021.
- 5.02 The workload factors in the telecommunications center include the number of 9-1-1 calls answered for the UNIVERSITY, the number of police, fire, and EMS calls dispatched (CFS) and initiated for UNIVERSITY.
- 5.03 If either Party terminates this Agreement, the CITY has the right to receive payment for all services provided up to the effective date of termination.
- 5.04 CITY shall invoice UNIVERSITY during the month of October and payment shall be made by January 30. Invoices shall be sent to Tarleton State University Police Department, Chief of Police, Box T-0560, Stephenville, Texas 76402 Time periods for payments due under this AGREEMENT are governed by the Texas Prompt Payment Act (Texas Government Code Chapter 2251.
- 5.05 Pursuant to Section 2252.903, Texas Government Code, any payments owing to CITY under this AGREEMENT may be applied directly toward certain debts or delinquencies that CITY owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

ARTICLE VI
TERMINATION

- 6.01 This AGREEMENT may be terminated by either Party upon ninety (90) days advance written notice to the non-terminating Party as set forth below. In the event of termination, the fee payable by UNIVERSITY to CITY shall be pro-rated to the effective date of termination.
- 6.02 Either Party shall have the right to terminate, based on the provisions of this AGREEMENT, if the other Party breaches any of its terms or fails to perform any of the obligations it imposes, and then fails to cure the breach or failure within thirty (30) days following written notice from the other Party. If the AGREEMENT is terminated by CITY under this paragraph, CITY shall be entitled to retain money already received prorated to the period from the last payment until the effective date of termination, and shall refund the remainder to UNIVERSITY.

ARTICLE VII
NOTICES

- 7.01 All notices required or provided for in this AGREEMENT will be deemed given (a) three business days after it is sent by certified or registered mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, or (c) on the date of delivery if delivered personally, an in

each case, addressed to the intended recipient at the address below or such other address as the intended recipient may specify in writing:

City of Stephenville Police Department

Chief of Police
356 N. Belknap
Stephenville, Texas 76401

City of Stephenville

City Administrator
298 W. Washington
Stephenville, Texas 76401

Tarleton State University Police Department

Chief of Police
Box T-0560 (1600 W. Vanderbilt)
Stephenville, Texas 76402

Tarleton State University

Vice President of Student Life
Box T-0680
Stephenville, Texas 76402

ARTICLE VIII
DEFAULT AND REMEDIES

- 8.01 Upon notice of termination by UNIVERSITY, or if within thirty (30) days following a written notice of termination for default, CITY is unable to cure the specified default, CITY shall, unless the notice otherwise directs, immediately discontinue all services in connection with the performance of this AGREEMENT and shall take all reasonable steps to mitigate and minimize termination costs.
- 8.02 Within thirty (30) days from the date of the termination of this AGREEMENT, CITY shall submit an invoice detailing the services performed under this AGREEMENT prior to the effective date of termination which have not been previously invoiced by CITY to UNIVERSITY.
- 8.03 Upon termination of this AGREEMENT, neither Party will have any further obligations to the other except for: (1) payment for services performed prior to termination; (2) any liability for any breach of this AGREEMENT occurring prior to termination; and (3) any provisions of this AGREEMENT which survive termination hereof.
- 8.04 The CITY and the UNIVERSITY understand and agree to be subject to all applicable laws, ordinances and regulations which govern and affect the activities under this Agreement, including the Texas Emergency Telephone Number Act; Health and Safety Code Sect. 772.301 et seq., and National Crime Information Computer network telecommunications as promulgated by the State of Texas or the United States Government or any of its appropriate Agencies, such as the Texas Department of Public Safety or the Federal Bureau of Investigation.

- 8.05 It is expressly understood and agreed that in the execution of this AGREEMENT, no Party waives, nor shall be deemed to have waived, any immunity or defense otherwise available to it against any claims arising out of the exercise of governmental powers and functions.
- 8.06 Nothing in this AGREEMENT shall constitute a basis for ownership of CITY's telecommunications center, software, hardware or other equipment. Participation in this AGREEMENT is for service only from the CITY and does not create any ownership rights in CITY's fixed assets. Further, participation does not grant the UNIVERSITY representation with the North Central Texas Council of Governments (NCTCOG) associated with the operations of the SPD Telecommunications Center.
- 8.07 CITY shall use the dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General to attempt to resolve any claim for breach of contract made by CITY that cannot be resolved in the ordinary course of business. CITY shall submit written notice of a claim of breach of contract under this chapter to UNIVERSITY's designated official, who will examine CITY's claim and any counterclaim and negotiate with CITY in an effort to resolve the claim.

ARTICLE IX
ACCESS TO RECORDS

- 9.01 Both Parties agree and understand the CITY creates records regarding the Computer Aided Dispatch (CAD). The CITY is the custodian of the CAD records that may be created in accordance with this AGREEMENT. Those CAD records are wholly and totally owned by the CITY and will provide them to the UNIVERSITY, with a written request from the UNIVERSITY.
- 9.02 Any CITY or UNIVERSITY information generated by CAD that is viewed via the internet may not be released by UNIVERSITY or CITY, except as required by law, unless prior written permission from the CITY or UNIVERSITY is obtained. CAD access is granted for purposes of viewing incidents associated with CITY or UNIVERSITY for confirmation of dispatch.
- 9.03 Read only access to CAD records shall be made available to UNIVERSITY for purposes of viewing individual incidents and confirming CAD Incident numbers. If UNIVERSITY chooses to use crimes or crimes mobile for its Report Management System (RMS), or if UNIVERSITY continue to use its current RMS, UNIVERSITY's database shall be kept and maintained solely separate from the CITY. Conversely, the CITY's RMS shall be kept and maintained solely separate from the UNIVERSITY. Should UNIVERSITY choose to utilize the crimes or crimes mobile software, it shall maintain a relationship with crimes software support staff for any and all technical support.
- 9.04 All Public Information Act (PIA), Texas Government Code 552, requests involving UNIVERSITY records shall be referred to UNIVERSITY. UNIVERSITY shall designate a recipient for any PIA requests the CITY may receive and that recipient shall provide contact information so PIA requests may be forwarded. CITY currently has in place a designated contact for PIA requests that shall remain in place.
- 9.05 Records pertaining to both Parties shall be retained in accordance with Texas Government Code 441.158 Texas State Library and Archives Commission, records retentions schedules 13 TAC §7.125(a)(5) (Third Edition, Effective August 14, 2011); Local Government Code, Chapter 204 or Chapter 205, as applicable.

ARTICLE X
ASSIGNMENT OR TRANSFER OF INTEREST

- 10.01 A Party to this Agreement may not assign its rights, privileges and obligations under this Agreement in whole, or in part, without the prior written consent of the other Parties except to a successor governmental entity or as required by law. Any attempt to assign without such approval shall be void.

ARTICLE XI
AMENDMENT(S)

- 11.01 No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and be duly approved and signed by the Parties hereto.

ARTICLE XII
TEXAS LAW TO APPLY

- 12.01 This AGREEMENT shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Erath County, Texas.

ARTICLE XIII
LEGAL CONSTRUCTION

- 13.01 In case any one or more of the provisions contained in this AGREEMENT shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalid, illegal, or unenforceable provisions shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein if the essential terms of this AGREEMENT remain valid, legal, and enforceable.
- 13.02 This AGREEMENT is not intended to create a partnership, joint venture, or employment relationship between the Parties. Neither Party may bind the other or otherwise act in any way as the representative of the other, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. This AGREEMENT is not intended to make employees of either Party into employees of the other; nor is it intended to make the employees of either Party entitled or eligible to participate in any benefits or privileges given or extended by the other Party to its employees.

ARTICLE XIV
COMPLIANCE WITH LAWS AND ORDINANCES

- 14.01 The Parties shall comply with all federal, state, and local laws and ordinances in connection with the work and services performed under this AGREEMENT.

- 14.02 In conducting its activities under this AGREEMENT, neither Party shall exclude or discriminate against any individual on the basis of race, color, sex, religion, national origin, age, disability, genetic information, veteran status, sexual orientation, or gender identity.

ARTICLE XV
FORCE MAJEURE

- 15.01 For purposes of this AGREEMENT, “Force Majeure Event” means, with respect to a Party, any event or circumstance, whether or not foreseeable, that was not caused by that Party (other than a strike or other labor unrest that affects only that Party, an increase in prices or other change in general economic conditions, a change in law, or an event or circumstance that results in that Party’s not having sufficient funds to comply with an obligation to pay money) and any consequences of that event or circumstance. If a Force Majeure Event prevents a Party from complying with any one or more obligations under this AGREEMENT, that inability to comply will not constitute breach if (a) that Party uses reasonable efforts to perform those obligations, (2) that Party’s inability to perform those obligations is not due to its failure to (1) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (B) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event, and (c) that Party complies with its obligations under this Section 15.01. If a Force Majeure Event occurs, the noncomplying Party shall promptly notify the other Party of the occurrence of that Force Majeure Event, its effect on performance, and how long the noncomplying Party expects it to last. Thereafter the noncomplying Party shall update that information as reasonably necessary. During a Force Majeure Event, the noncomplying Party shall use reasonable efforts to limit damages to the other Party and to resume its performance under this AGREEMENT.

ARTICLE XVI
PRIOR AGREEMENTS SUPERSEDED

- 16.01 This AGREEMENT, including the exhibits, appendices or addenda, constitutes the entire AGREEMENT of the Parties regarding the subject matter of this AGREEMENT and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter.

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EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, this the _____ day of _____, 20_____.

CITY OF STEPHENVILLE

TARLETON STATE UNIVERSITY

Mayor

President, Tarleton State University

ATTEST

ATTEST

Stephenville Police Department
Chief of Police

Tarleton State University Police Department
Chief of Police

APPROVED AS TO LEGAL FORM

City of Stephenville
City Attorney

Assistant General Counsel
The Texas A&M University System
Office of General Counsel