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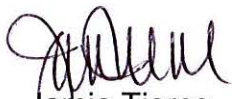
September 21, 2022

City of Willow Park  
516 Ranch House Road  
Willow Park, TX 76087

Dear Mayor Glasgow,

Please find enclosed the Interlocal Cooperation Agreement Between County of Parker and the City of Willow Park. The Agreement still requires your signature. Once you have executed please return one copy for our records. If you should have any questions or need any assistance, please feel free to call the number listed above. Thank you for your help and assistance in this matter.

Sincerely,

  
Jamie Tierce  
Legal Research/Platting

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN COUNTY OF PARKER AND THE CITY OF WILLOW PARK, TEXAS**

This Interlocal Cooperation Agreement ("Agreement") is entered into by and between the County of Parker ("COUNTY"), and the City of Willow Park, TX. ("CITY"); collectively the "PARTIES", both political subdivisions of the State of Texas.

**WHEREAS**, pursuant to Chapter 791, TEXAS GOVERNMENT CODE both Parties are authorized to enter into this Agreement;

**WHEREAS**, Commissioners Court of the COUNTY and the City Council of the CITY each find:

- a. This Agreement serves the common interest of both Parties;
- b. This Agreement will benefit the public;
- c. This Agreement provides for the performance of governmental functions which each Party is separately authorized to perform;
- d. The division of costs fairly compensates both Parties to this Agreement;
- e. The CITY and COUNTY have authorized their representative to sign this Agreement;
- f. This Agreement does not limit the City's authority to respond to any call for service or emergency that the City receives directly and not through county dispatch; and,
- g. All costs and expenses necessary and incident to this Agreement will be made from current revenues available to the Parties.

NOW THEREFORE, The Parties therefore agree as follows:

**I. TERM**

The effective date of this Agreement is the 1st day of October, 2022. The initial term of this Agreement shall be for a period of one (1) year and may be automatically renewed each year unless written notice to terminate or modify the terms of the Agreement is given prior to the Anniversary Date. This Agreement may be terminated, with or without cause, or modified, upon thirty (30) days written notice by either Party.

**II. SCOPE OF SERVICES**

COUNTY hereby agrees to provide CITY with law enforcement dispatch services through the Parker County Sheriff's office on a 24-hour, 7 day a week basis to protect and defend public health and safety.

When receiving any call for service for the Willow Park Police Department the Parker County Sheriff's office will dispatch the substance of the call over the secure law enforcement radio channel to the "on duty" Willow Park Officer.

### III. COMPENSATION

In consideration for the services provided by COUNTY, CITY agrees to pay the below listed portion of minimum labor costs associated with the shared law enforcement dispatch console manned 24 hours a day/7 days a week in the Sheriff's Office Communications Center. Total minimum labor costs of one shared Parker County Sheriff's Office (COUNTY) dispatch console, manned 24 hours a day/7 days a week (168 hours), is \$312,106.00 for budget year 2021-2022. The actual cost are derived from the average cost of a dispatcher (salary plus benefits) and is subject to change due to annual raises or cost of living allowance increases. Listed below are all entities percentage share for labor costs associated with the console. Full Actual Costs to Willow Park (CITY) will be implemented over a four (4) year period with incremental price increases based on the below listed percentages until reaching the end of contract costs. After four (4) years the CITY's maximum percentage will reach and remain at 31.461 % of the Actual Costs for the shared dispatch console. For Agreement Year 1 (fiscal year 2022-2023), the amount equivalent to 24.686 % of the ACTUAL COSTS associated with the dispatch console will be billed. Subsequent year's billed amount will be based on the previous budget year costs and subject to employee raises and/or cost of living allowances, as provided by the COUNTY to the CITY utilizing the below listed percentages, (i.e. budget year 2023-2024 figures will be based on the COUNTY'S 2022-2023 labor costs). The COUNTY will provide the CITY with any proposed labor changes by April 1<sup>st</sup> of the current budget year. CITY's share for fiscal year 2022-2023 is Seventy Seven Thousand Forty Eight dollars and no/100 cents (\$77,048.00) and made payable quarterly at (\$19,262.00).

<b>FISCAL YEAR</b>	<b>ACTUAL COSTS</b>	<b>PERCENTAGE</b>	<b>AMOUNT OWED</b>
<b>2022-2023</b>	<b>\$ 312,106.00</b>	<b>24.686</b>	<b>\$ 77,048.00</b>
<b>2023-2024</b>		<b>26.944</b>	
<b>2024-2025</b>		<b>29.203</b>	
<b>2025-2026</b>		<b>31.461</b>	
<b>SUBSEQUENT YRS</b>		<b>31.461</b>	

\*Contract years cost in the table above are based on current year ('21-'22) salaries and benefits.

#### End of Contract Billed Percentages for Current Entities

Willow Park	31.461 %
Hudson Oaks	31.461 %
Reno	31.461 %
Aledo ISD	<u>5.617 %</u>
Total	100 %



This cost may be modified upon mutual written agreement of the Parties hereto. Should the CITY fail to appropriate the funds necessary to fund this agreement for any renewal year, this Agreement shall terminate at the end of quarter for which funding was tendered to the County.

Should the PARKER COUNTY Commissioner's Court fail to appropriate funds for that cost of complying with this Agreement for any renewal year, this agreement shall terminate at the end of the fiscal year funded by the County

#### **IV. REPRESENTATION**

To the extent allowed by law, COUNTY agrees to and accepts full responsibility for the acts, negligence, and/or omissions of all COUNTY employees and agents. CITY agrees to and accepts full responsibility for the acts, negligence, and/or omissions of all CITY employees and agents.

COUNTY understands and agrees that COUNTY, its employees, servants, agents and representatives shall at no time represent themselves to be employees, servants, agents and/or representatives of CITY.

CITY understands and agrees that CITY, its employees, servants, agents and/or representatives shall at no time represent themselves to be employees, servants, agents and/or representatives of COUNTY.

#### **V. NOTICE**

All notices, demands, requests or replies provided for or permitted by either Party must be in writing and may be delivered by: (1) by personal delivery; (2) by deposit with the United States Postal Services; (3) by deposit with an overnight express delivery service. Notice deposited with the United States Postal Services in the manner described above will be deemed effective two (2) business days after deposit with the United States Postal Service. Notice by overnight express delivery service will be deemed effective one (1) business day after transmission from the overnight express carrier.

All such communications must only be made to the following:

City Administrator  
City of Willow Park  
516 Ranch House Road  
Willow Park, TX 76087

Parker County  
County Judge  
One Courthouse Square  
Weatherford, TX 76086

## **VI. TERMINATION**

In the event of notice of termination, CITY shall be obligated to pay such payments as are required by this Agreement through the date of termination. COUNTY shall be obligated to provide services pursuant to this Agreement, through the date of termination.

## **VII. SOLE AGREEMENT**

This Agreement represents the entire agreement between COUNTY and CITY and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both COUNTY and CITY or those authorized to sign on behalf of those governing bodies.

## **VIII. VENUE**

The validity of this Agreement and of 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. Further, this Agreement shall be performable in Parker County, Texas.

## **IX. SEVERANCE**

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

## **X. THIRDPARTY**

The Parties do not enter into this agreement to protect any specific third party. The intent of this agreement excludes the idea of a suit by a third-party beneficiary. The parties to this agreement do not consent to the waiver of sovereign immunity under Texas law to the extent any party may have immunity under Texas law.

**XI. JOINT VENTURE & AGENCY**

The relationship between the Parties to this Agreement does not create a partnership or joint venture between the parties. This Agreement does not appoint any Party as agent for the other party.

Parker County, Texas

By:  \_\_\_\_\_

Pat Deen County Judge

Date: September 18, 2020

Attest:

By: \_\_\_\_\_

Date: \_\_\_\_\_

City of Willow Park, Texas

By: \_\_\_\_\_

Mayor

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_

Date: \_\_\_\_\_