

JOHNSON COUNTY INTERLOCAL DISPATCHING AGREEMENT
with the
CITY OF ALVARADO, TEXAS FOR MARSHAL'S OFFICE

This Johnson County Interlocal Dispatching Agreement with the City of Alvarado, Texas for Marshal's Office, (hereinafter referred to as the "Agreement"), is made and entered into by and between the CITY OF ALVARADO, a Municipal Corporation, incorporated and existing under the General Laws of the State of Texas and hereinafter referred to as "CITY OF ALVARADO" and COUNTY OF JOHNSON, a political subdivision of the state of Texas, herein after referred to as "JOHNSON COUNTY", whereby in consideration of the mutual covenants and stipulations herein after set out the parties, collectively and severally, to this Agreement consent to be bound as follows:

ARTICLE I - SCOPE OF SERVICES

A. Definitions

1. *Radio* - Any device capable of two-way communication by use of radio waves.
2. *Teletype* - Any electro-mechanical device using telephone lines connected to Area State and National Crime Information Facilities and other Law Enforcement Agencies capable of two-way communication through exchange of written messages.
3. *Radio Log* - Record of Radio Communication between base station and mobile units as required by federal Communications Commission.
4. *Radio License* - A license of permit issued by the Federal Communications commission for the operation of a two-way radio capable of both receiving and transmitting.
5. *Wrecker Call List* - A master list in alphabetical order of al wrecker companies which are authorized to be included on such list under the ordinances of JOHNSON COUNTY or JOHNSON COUNTY SHERIFF'S OFFICE.

B. Services to be performed by JOHNSON COUNTY SHERIFF'S OFFICE

1. JOHNSON COUNTY SHERIFF'S OFFICE will provide Pclice/EMS Dispatching Services to include answering of telephone complaints received over CITY OF ALVARADO Marshal's Office/EMS Department Number.
2. JOHNSON COUNTY SHERIFF'S OFFICE will record all complaints on Telephone Complaints Record and maintain same in normal system commingled with JOHNSON COUNTY SHERIFF'S OFFICE Telephone complaints.

3. JOHNSON COUNTY SHERIFF'S OFFICE will upon receipt of a telephone complaint notify, according to the information and belief of the JOHNSON COUNTY SHERIFF'S OFFICE, the proper Marshal's Office/EMS Unit of complaint citing such information as may be required, if known, using one of the radio talk groups specified below in Article I C 2.
4. JOHNSON COUNTY SHERIFF'S OFFICE will receive and record radio transmissions from Marshal's Office units using one of such talk groups as may be required in the conduct of normal operation, i.e., logging units in and out of service, transmitting complaints and other messages relative to law enforcement activities, but not necessarily other Marshal's Office business or personal calls.
5. JOHNSON COUNTY SHERIFF'S OFFICE will provide and make available its teletype service to the Marshal's Office units as may be required; provided however, JOHNSON COUNTY SHERIFF'S OFFICE will use the CITY OF ALVARADO Marshal's Office/EMS Department Number CDC or TX numbers on all messages for Marshal's Office units.
6. JOHNSON COUNTY SHERIFF'S OFFICE will maintain wrecker call lists and shall dispatch wreckers thereon at the request of Marshal's Office units. The Marshal's Office shall not be responsible or have any liability for the designation of wrecker units dispatched to the scene of any accident nor be held liable for the response or lack thereof of any ambulance and/or wrecker dispatched to such scene.
7. JOHNSON COUNTY SHERIFF'S OFFICE will make available to the Marshal's Office all records pertaining to dispatching and communications during reasonable hours and at reasonable times. Records shall be maintained at the JOHNSON COUNTY SHERIFF'S OFFICE and copies made at additional cost.

C. Scope of Service

1. An extension of the Marshal's Office telephone may be installed at the JOHNSON COUNTY SHERIFF'S OFFICE Dispatcher's desk at the Marshal's Office expense.
2. Radio Licenses have been issued by the FCC for all mobile and base transmitters and receivers owned and utilized by the Marshal's Office and such licenses will be maintained in good standing. The Marshal's Office is authorized to use the **700 megahertz** talk groups for its Marshal's Office.
3. The CITY OF ALVARADO or its Marshal's Office shall be responsible for any and all license, annual maintenance fees and required updates needed to support their compatibility with JOHNSON COUNTY SHERIFF'S OFFICE radio system.

ARTICLE II - COMPLAINTS AND/OR LEVEL OF SERVICE; AMENDMENTS

- A. Any complaints regarding the level of service provided by JOHNSON COUNTY SHERIFF'S OFFICE to the CITY OF ALVARADO or its Marshal's Office shall be directed to the Sheriff and any complaint regarding CITY OF ALVARADO or its Marshal's Office shall be referred to its Chief who, in either case, shall take appropriate action as indicated. However, in the event a conflict or complaint arises that the Chief or the Sheriff are not able to resolve, then the complaints and/or questions of service or other matters shall be referred to the City Council and the Johnson County Commissioners Court to seek a resolution. This provision does not limit the statutory and constitutional rights of the parties to seek the relief to which either party might be entitled by law or equity.
- B. This agreement shall be amended only through written agreement duly authorized by the Johnson County Commissioners Court and such City Council or governing body of the political subdivisions or entities that are parties to this Agreement.

ARTICLE III - INDEMNIFICATION

The CITY OF ALVARADO and its Marshal's Office, subject to the Texas Constitution and the Texas Tort Claims Act, agrees to hold harmless, save and indemnify JOHNSON COUNTY, the JOHNSON COUNTY SHERIFF, and his dispatchers and all other officials, officers and employees of JOHNSON COUNTY for any and all claims, causes of actions and judgments for damages, personal injuries, death, false arrests, false imprisonment, abuse or failure to act or attorney's fees incurred in defense of the foregoing on the part of any officer, employee or volunteer of JOHNSON COUNTY or JOHNSON COUNTY SHERIFF or of CITY OF ALVARADO or its Marshal's Office for any court costs, or attorney's fees, claims or judgments or other expenses arising from JOHNSON COUNTY or JOHNSON COUNTY SHERIFF performing the acts and functions described in or associated with this Agreement.

ARTICLE IV - FORCE MAJEURE

- A. If by reason of force majeure either party hereto shall be rendered unable wholly or in part, to carry out the obligations under this agreement, then such party shall give notice and full details of such force majeure in writing to the other party. The duties of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, as herein after provided, but not a longer period, and any such-party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- B. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts, other industrial disturbances, acts of public enemy, orders of any kind of the government of the United States, or the State of Texas, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability.
- C. It is understood and agreed that the settlement of strikes and lockouts shall be

entirely within the discretion of the party having difficulty, and that the above requirements that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or acceding to the demands of the demands of the opposing party or parties which such settlement is unfavorable to it in the judgment of the party having the difficulty.

- D. It is specifically expected and provided, however, that in no event shall any force majeure relieve The CITY OF ALVARADO or its Marshal's Office from its indemnity obligations under Article III.

ARTICLE V - TERM

- A. This agreement shall be in full force and effect from the date of the last party to sign this Agreement and ends on September 30, 2018.
- B. It is hereby agreed that either of the parties hereto may terminate this Agreement upon giving written notice sixty (60) days prior to the date of termination. Duties to make payment for services performed and any duties to defend, indemnify and hold harmless shall survive the termination of this agreement and shall not expire until the resolution and disposition of any claims made or liability incurred or potentially incurred by JOHNSON COUNTY as a result of this agreement. In no event shall a City's duty to defend, indemnify and hold harmless JOHNSON COUNTY expire prior to the running of any statute of limitations related to claims that might be asserted against JOHNSON COUNTY because of JOHNSON COUNTY'S performance or failure to perform pursuant to this Agreement.

ARTICLE VI - VESTED RIGHTS

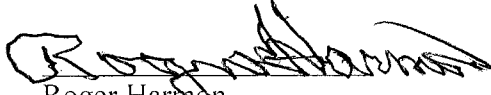
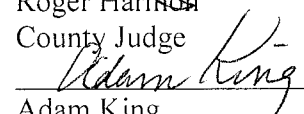
The CITY OF ALVARADO or it's Marshal's Office shall not accrue any vested rights to any facilities, equipment or real or personal property of JOHNSON COUNTY or the JOHNSON COUNTY SHERIFF'S OFFICE.

ARTICLE VII - ADOPTION AND EFFECTIVE DATE

This Agreement shall become effective after each of the entities who are parties hereto have passed, approved such orders or actions as are necessary to authorize the governing body or executive officer of the City Council and the Commissioners Court to enter into this Agreement and authorizing its execution and attestation by their respective officers.

For the faithful performance of the terms of this Agreement, the parties hereto in their capacities as stated, execute this Agreement, affix their signatures and bind themselves.

JOHNSON COUNTY

	<u>May 29, 2018</u>
Roger Harmon	Date
County Judge	
	<u>May 29, 2018</u>
Adam King	Date
County Sheriff	

Attest:

Becky Ivey
Becky Ivey
County Clerk

May 29, 2018
Date



CITY OF ALVARADO

Rick Holden
Rick Holden
City Manager

5/14/18
Date

Greg Shelton
Signature
Greg Shelton
Printed Name
Chief, Marshal's Office

5-14-18
Date

Attest:

Debbie Thomas
Debbie Thomas
City Secretary

5-14-18
Date