



STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

JOHNSON COUNTY INTERLOCAL DISPATCHING AGREEMENT

with the

CITY OF KEENE, TEXAS FOR KEENE POLICE DEPARTMENT

This Johnson County Interlocal Dispatching Agreement with the City of Keene, Texas for Keene Police Department,(hereinafter referred to as the “Agreement”), is made and entered into by and between the CITY OF KEENE, a Municipal Corporation, incorporated and existing under the General Laws of the State of Texas and hereinafter referred to as “CITY OF KEENE” 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 hereinafter 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 all 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 Police/EMS Dispatching Services to include answering of telephone complaints received over CITY OF KEENE Keene Police Department/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 Keene Police Department Unit of complaint citing such information as may be required, if known, using one of the radio talk groups specified below in Article 1 C 2.
 4. JOHNSON COUNTY SHERIFF'S OFFICE will receive and record radio transmissions from Keene Police Department 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 Keene Police Department business or personal calls.
 5. JOHNSON COUNTY SHERIFF'S OFFICE will provide and make available its teletype service to the Keene Police Department units as may be required; provided however, JOHNSON COUNTY SHERIFF'S OFFICE will use the CITY OF KEENE, Keene Police Department Number CDC or TX numbers on all messages for Keene Police Department.
 6. JOHNSON COUNTY SHERIFF'S OFFICE will maintain wrecker call lists and shall dispatch wreckers thereon at the request of Keene Police Department units. The Keene Police Departments 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 Keene Police Department 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 Keene Police Department may be installed at the JOHNSON COUNTY SHERIFF'S OFFICE dispatcher's desk at the Keene Police Department's expense.
 2. Radio Licenses have been issued by the FCC for all mobile and base transmitters and receivers owned and utilized by the Keene Police Department and such licenses will be maintained in good standing. The Keene Police Department is authorized to use the 700 megahertz talk groups for its Police Department.

3. The CITY OF KEENE or its Police Department 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.
4. The CITY OF KEENE shall provide to the JOHNSON COUNTY SHERIFF'S OFFICE two CITY OF KEENE employees to perform dispatch services at the dispatch offices of the JOHNSON COUNTY SHERIFF'S OFFICE. Said employees shall be employees of the CITY OF KEENE and will receive their salary plus all employee benefits from the CITY OF KEENE. The CITY OF KEENE employees performing dispatch services will be under the direct supervision of the JOHNSON COUNTY SHERIFF'S OFFICE and must follow and adhere to the policies and procedures of the JOHNSON COUNTY SHERIFF'S OFFICE. In the event one or both of the employees of the CITY OF KEENE quits or is terminated from employment, the CITY OF KEENE agrees to replace that employee as soon as reasonably possible. The obligation for the CITY OF KEENE to provide the two employees to the JOHNSON COUNTY SHERIFF'S OFFICE ends on September 30, 2018.

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 KEENE or its Police Department shall be directed to the Sheriff and any complaint regarding CITY OF KEENE or its Police Department 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 KEENE and its Police Department, 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 KEENE or its Police Department 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 the claimed, as herein after provided, but not a longer period, and any such-part 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 judgement of the party having the difficulty.
- D. It is specifically expected and provided, however, that in no even shall any force majeure relieve the CITY OF KEENE or its Police Department 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 shall terminate on September 30, 2018. Either Party may terminate this Agreement upon giving written notice sixty (60) days prior to the date of termination.
- B. Duties to make payment, if any, 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 KEENE or its Police Department 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

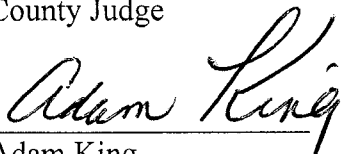
This agreement shall become effective after each of the entities who are parties hereto have passed, approved such orders or actions as are necessary to authorize the governing body or executive officer of the City Council and the Commissioners Court to enter into this Agreement and authorizing its execution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


Roger Harmon
County Judge

6/25/18
Date


Adam King
County Sheriff

6-25-18
Date

Attest:


Becky Ivey
County Clerk

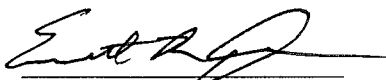
6/25/18
Date



CITY OF KEENE


James Chapline
Mayor

6/28/18
Date


Emmitt Jackson
Chief, Keene Police Department

6-25-18
Date

Attest:

Holly Owens
Holly Owens
City Secretary

6-28-2018
Date