



STATE OF TEXAS

COUNTY OF JOHNSON §

**INTERLOCAL COOPERATION AGREEMENT
FOR DISPATCHING SERVICES FOR BUDGET YEAR 2020-2021**

This Interlocal Cooperation Agreement For Dispatching Services (hereinafter "Agreement") is made by and entered into between Johnson County, Texas (hereinafter "County") a duly organized political subdivision of the State of Texas engaged in the administration of County Government and related services for the benefit of the citizens of the County, and the Joshua Fire Department Marshal Office, (hereinafter "Entity") being either a municipal corporation or an independent school district, operating pursuant to the laws of the State of Texas and located in Johnson County, Texas.

WHEREAS, County and Entity desire to improve the efficiency and effectiveness of local governments by authorizing the intergovernmental contracting authority at the local level for all or part of the functions and services of police protection and dispatching services; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes political subdivisions within the State of Texas to contract with one another for the provision of various governmental functions and the delivery of various governmental services; and

WHEREAS, County and Entity mutually desire to enter into an agreement for County to the dispatch calls for the Entity's Fire Department Marshal Office.

NOW THEREFORE, for the mutual consideration herein stated, County and Entity agree 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.

during reasonable hours and at reasonable times. Records shall be maintained at the JOHNSON COUNTY SHERIFF'S OFFICE and copies made for Entity if necessary.

C. Scope of Service:

1. Each Entity may "forward" its main Fire Department Marshal Office telephone number to the Johnson County Sheriff's Office Dispatch center after 5:00 p.m. on weekdays and terminate the "forward" before 8:00 am. on the following work day. The Entity's main Fire Department Marshal Office telephone number may also be "forwarded" on weekends and holidays that are officially recognized by the Entity. The telephone number "forwarded" must be one used by the Entity's Fire Department Marshal Office and should not be a telephone number used by the Entity for other business or functions. "Forwarding" of a telephone number will be allowed under certain emergency situations without regard to the day or time, such as a major weather event or other major incidents requiring all of Entity's Fire Department Marshal Office personnel to respond. The request for the emergency "forward" must be made to the Sheriff or a Chief Deputy. Lunch breaks, training, and/or limited manpower do not constitute an emergency.
2. Radio Licenses have been issued by the FCC for all mobile and base transmitters and receivers owned and utilized by the Entity's Fire Department Marshal Office and such licenses will be maintained in good standing. The Entity's Fire Department Marshal Office is authorized to use the 700 megahertz talk groups for its Fire Department Marshal Office.
3. The Entity or its Fire Department Marshal 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 — PAYMENTS

- A. Amount of Payment by Entity. Entity shall pay to County the dispatch fees for dispatch services as set forth on Exhibit "A," which is attached hereto and made a part of this Agreement as though set forth verbatim herein. Invoicing by County will be sent to Entity at the beginning of County's fiscal year which is October 1 and Entity agrees to pay the invoice amount within thirty (30) days of receipt of said invoice. The Parties understand and agree that prior to October 1 of each year, the County will re-calculate the amount of the dispatch fees to be paid by Entity and notify Entity of the proposed dispatch fees for the next Agreement term. In the event that Entity and County desire to continue this Agreement for another year, the Agreement will be modified to reflect any change in the dispatch fees.
- B. Place of Payment. Entity shall make payment to County and payment shall be in the name of Johnson County, Texas, and shall be remitted to:
Kathy Blackwell (or her successor to office)
Johnson County Treasurer

continuance of the inability 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 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 Entity or its Fire Department Marshal Office from its indemnity obligations under Article IV.

ARTICLE VI — 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, 2021. Either Party may terminate this Agreement upon giving written notice sixty (60) days prior to the date of termination.
- B. 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 an Entity'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 VII — VESTED RIGHTS

The Entity or its Fire Department Marshal 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 VIII - MISCELLANEOUS PROVISIONS

JOHNSON COUNTY

Roger Harmon
Roger Harmon
County Judge

5-10-21
Date

Adam King
Adam King
County Sheriff

5-10-21
Date

Attest:

Becky Ivey
Becky Ivey
County Clerk

5-10-21
Date



ENTITY

Signature
Joe Hollarn
Printed Name

Date

Mayor
Title

Joern Hollarn
City Manager and/or Mayor

4-16-21
Date

Attest:
Alice Holloway
Signature

4-16-21
Date

Alice Holloway
Printed Name

City Secretary
Title

EXHIBIT "A"

DISPATCH FEES BEGINNING OCTOBER 1, 2019

Total Cost to Agency Without Phase-In

Multiply the percentage of each agency by the 25 percent of the personnel cost (\$349,575.25) as follows:

Alvarado PD	\$63,065.12
Alvarado Marshal	40.2
Alvarado ISD	
Joshua PD	\$46,321.86
Godley PD	\$54,606.45
Grandview PD	\$14,360.90
Rio Vista PD	\$19,526.92
Venus PD	\$67,923.51
Keene PD	\$77,452.94
Joshua ISD PD	\$6,169.65
Keene ISD PD	\$106.97
Total	\$349,574.52

Invoice amounts for 2019/2020 Budget Year

4 year phase-in is 50 percent of the cost - Example: \$63,065.12 multiplied by .50 = \$31,532.56

Alvarado PD	\$31,532.56
Alvarado Marshal	20.1
Alvarado ISD	
Joshua PD	\$23,160.93
Godley PD	\$27,303.23
Grandview PD	\$7,180.45
Rio Vista PD	\$9,763.46
Venus PD	\$33,961.76
Keene PD	\$38,726.47
Joshua ISD PD	\$3,084.83
Keene ISD PD	\$53.49
Total	\$174,787.28