

AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: October 10, 2023

Meeting Date: October 23, 2023

Submitted By: Adam King & Jamie Moore

Department: Sheriff's Office

Signature of Elected Official/Department Head:

Adam King

Court Decision: <small>This section to be completed by County Judge's Office</small>
COMMISSIONERS COURT
OCT 23 2023
Acknowledged

Description:

Acknowledgement of a Memorandum of Understanding between the Johnson
County Sheriff's Office and the Johnson County Fire Marshal's Office for
dispatch services.

This is a requirement for the Texas Commission on Law Enforcement.

(May attach additional sheets if necessary)

Person to Present: Sheriff Adam King and Emrg Mgmt Director Jamie Moore

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) PUBLIC CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: 2 minutes

Session Requested: (check one)

Action Item Consent Workshop Executive Other _____

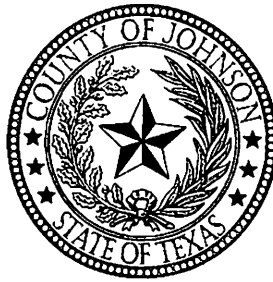
Check All Departments That Have Been Notified:

County Attorney IT Purchasing Auditor

Personnel Public Works Facilities Management

Other Department/Official (list) _____

**Please List All External Persons Who Need a Copy of Signed Documents
In Your Submission Email**



STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

**MEMORANDUM OF UNDERSTANDING (MOU)
FOR DISPATCHING SERVICES BETWEEN JOHNSON COUNTY SHERIFF
AND JOHNSON COUNTY FIRE MARSHAL**

This Memorandum of Understanding (MOU) For Dispatching Services (hereinafter "MOU") is made by and entered into between the Sheriff of Johnson County, Texas (hereinafter "Sheriff") a duly elected official of Johnson County, Texas, and the Johnson County Fire Marshal, (hereinafter "Marshal"), an office duly established by the Commissioners Court of Johnson County, Texas pursuant to Chapter 352 of the Texas Local Government Code.

WHEREAS, Sheriff and Marshal desire to improve the efficiency and effectiveness at the local level for all or part of the functions and services of police protection, fire investigations and dispatching services; and

WHEREAS, Sheriff and Marshal desire to have an MOU that sets forth the criteria for Sheriff and Marshal regarding dispatching service; and

WHEREAS, Sheriff and Marshal mutually desire to enter into an MOU for Sheriff to the dispatch calls for the Marshal's office.

NOW THEREFORE, Sheriff and Marshal 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.
3. *Radio Log* – Record of Radio Communication between base station and mobile units as required by federal Communications Commission.

4. *Radio License* – A license or 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 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 Marshal of the 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 the Marshal 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 Police Department business or personal calls.
 5. JOHNSON COUNTY SHERIFF’S OFFICE will provide and make available its teletype service to the Marshal as may be required; provided however, JOHNSON COUNTY SHERIFF’S OFFICE will use the Marshal’s office Number CDC or TX numbers on all messages for Marshal’s office.
 6. JOHNSON COUNTY SHERIFF’S OFFICE will maintain wrecker call lists and shall dispatch wreckers thereon at the request of Marshal. 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 for Marshal if necessary.
- C. Scope of Service:
1. Marshal may “forward” its main 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 a.m. on the following work day. The Marshal’s main telephone number

may also be “forwarded” on weekends and holidays that are officially recognized by the Marshal. The telephone number “forwarded” must be one used by the Marshal’s Office and should not be a telephone number used by the Marshal 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 Marshal’s 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 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. Marshal 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 Marshal. Marshal shall not pay to Sheriff any dispatch fees for dispatch services as the Marshal’s Office was established by the Commissioners Court of Johnson County.

ARTICLE III – COMPLAINTS AND/OR LEVEL OF SERVICE; AMENDMENTS

- A. Any complaints regarding the level of service provided by JOHNSON COUNTY SHERIFF’S OFFICE to the Marshal shall be directed to the Sheriff and any complaint regarding Marshal shall be referred to the Marshal who, shall take appropriate action as necessary. However, in the event a conflict or complaint arises that the Marshal or the Sheriff are not able to resolve, then the complaints and/or questions of service or other matters shall be referred to the Johnson County Commissioners Court to seek a resolution.
- B. This MOU shall be amended only in writing as authorized by the Sheriff and Marshal.

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 MOU, 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 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.

ARTICLE V – TERM

- A. This MOU shall be in full force and effect from the date of the last party to sign this MOU and shall continue from year to year until terminated. Either Party may terminate this MOU upon giving written notice sixty (60) days prior to the date of termination.

ARTICLE VI – VESTED RIGHTS

The Marshal 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 - MISCELLANEOUS PROVISIONS


- A. Prior MOUs. This MOU contains all of the understandings and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior MOU or understanding pertaining to any such matter shall be effective.
- B. Choice of Law and Venue. The law which shall govern this MOU is the law of the State of Texas and venue of any dispute or matter arising under this MOU shall lie in the District Court of Johnson County, Texas.
- C. Approvals. The Sheriff and Marshal must approve this MOU.
- D. Heading. Headings herein are for convenience of reference only and shall not be considered in any interpretation of this MOU.
- E. Severability. In the event that any portion this MOU 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.
- F. Authority. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this MOU on behalf

of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

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

Executed in duplicate originals, each of which shall have the full force and effect of an original.


SHERIFF



Adam King
County Sheriff

10-16-23
Date

MARSHAL



Jamie Moore
County Fire Marshal

10/16/23
Date