

INTERLOCAL AGREEMENT BETWEEN THE CITY OF SAGINAW AND THE CITY OF BLUE MOUND FOR TEMPORARY DISPATCH SERVICES

This Interlocal Agreement ("Agreement") is made pursuant to Chapter 791 of the Texas Government Code between the City of Saginaw, a home rule municipality ("Saginaw"), and the City of Blue Mound, a general law municipality ("Blue Mound") (Saginaw and Blue Mound hereinafter referred to collectively as the "Municipalities" or the "Parties").

WHEREAS, the Municipalities desire to enter into this Agreement for Saginaw to provide emergency dispatch services to Blue Mound on a temporary basis. This Agreement will provide Blue Mound residents and businesses with essential public safety services at the highest level possible in accordance with the terms and conditions set forth by this Agreement; and

WHEREAS, Saginaw has the facilities available to perform the dispatching for Blue Mound; and

WHEREAS, all payments for dispatching to be made hereunder shall be made from current revenues available to the paying party, in conformity with the provisions of the Texas Government Code, and the Municipalities have concluded that this Agreement fairly compensates the performing party for the dispatching services provided hereunder and the Municipalities believe that this Agreement is in the best interest of their citizens;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, in consideration for the mutual promises and consideration provided for herein, the receipt and sufficiency of which are hereby confirmed by all parties, Saginaw and Blue Mound do hereby agree to the following:

SECTION 1. All matters stated above are found to be true and correct and are incorporated herein by reference as if copies in their entirety.

SECTION 2. **TERM:** This Agreement shall be for an initial term of three (3) months commencing on November 1, 2022 and ending on February 1, 2023, and may be extended thereafter by mutual consent of the Parties hereto, in three-month increments. Either Party may elect to terminate this Agreement, at its sole discretion, for any reason or no reason, by giving at least ten (10) days' notice to the other Party.

SECTION 3. **Services to be Provided by the City of Saginaw:** The City of Saginaw hereby agrees to provide Blue Mound the following services:

A. **DISPATCH SERVICES:** Saginaw will provide Emergency Dispatch Services to Blue Mound. The Dispatch Services provided by Saginaw shall include, at a minimum, the following:

1. Saginaw will dispatch all Emergency 911 Police calls for service during after hour coverage set forth by Blue Mound. These times include

Monday through Friday from 5pm to 8am and 24-hour coverage on weekends (Saturday & Sunday). Saginaw will answer and transfer all Fire/EMS calls to Tarrant County Fire Alarm during these times. Saginaw will be responsible for all employees, equipment, fees and any additional fees or necessary equipment to provide Blue Mound all standard emergency, police, fire, medical and other dispatch services for an average municipality

SECTION 4. **Services to be Provided by the City of Blue Mound**: Blue Mound hereby agrees to provide Saginaw, the following:

1. Blue Mound will provide, at its own expense, any and all communications equipment necessary for its officers to communicate with City of Saginaw Police Dispatcher on Saginaw's primary channel. If a transition to a new radio system or reprogramming is required, it will be the responsibility of Blue Mound to complete the transition.
2. Blue Mound will authorize its employees on duty to process, issue, rescind or otherwise manage warrants for Blue Mound.
3. Blue Mound will ensure that their PSAP make busy switch is activated at the beginning of Saginaw's operational coverage times each day.
4. Blue Mound will ensure their TLETS is transferred to Saginaw at the beginning of Saginaw's operational coverage times each day.

In return for and in consideration of services provided by Saginaw herein, Blue Mound agrees to pay Saginaw monthly at the Monthly Rate as stated herein below. All such payments will be paid monthly from the commencement date of this Agreement, unless otherwise subsequently agreed by both parties, in writing. Payments shall be made promptly, no later than 30 days of a receipt of a monthly invoice from the City of Saginaw for such services. In the event that the term of this Agreement would end in the middle of the fiscal year, Blue Mound shall only be responsible to make monthly payments of the Monthly Rate up to date of termination, and should the termination date fall within the middle of a month, The Monthly Rate for that month will be prorated.

Dispatch Services will be charged at half the normal hourly rate of a current Senior Saginaw Dispatcher, which is \$11.84. This calculates to 123 hours a week based on the above noted schedule, totaling \$1,456.32 weekly.

SECTION 5. **Venue**. This Agreement is performable in Tarrant County, Texas. Mandatory venue for any legal dispute arising as a result of or pursuant to this Agreement shall lie in Tarrant County, Texas.

SECTION 6. **Liability.** In providing dispatch services under this Agreement, each of the Parties shall be legally responsible for the conduct of their respective employees, regardless of whether such employees are performing duties at the request of or under the authority, direction, suggestion, or order of the Requesting Party. **This assignment of civil liability is specifically permitted by section 791.006(a-1) of the Texas Government Code ("Code") and is intended to be different that the liability otherwise assigned under sections 791.006(a) and (b) of the Code.** Each Party hereby waives all claims against the other Party of compensation for any loss, damage, personal injury or death occurring as a consequence of the performance of this Agreement.

Nothing herein shall be construed to be a waiver of immunity by either Party under Chapter 101 of the Texas Civil Practice and Remedies Code, the "Tort Claims Act".

SECTION 7. It is expressly agreed and understood that, in the execution of this Agreement, the Municipalities do not waive nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental functions relating hereto or otherwise. By entering into this Agreement, the Municipalities do not create any obligation, express or implied other than those set forth herein and this Agreement shall not create any rights in any parties not signatory hereto.

SECTION 8. Each party to this Agreement shall comply with all applicable laws, rules and regulations, as amended, whether Federal, State, or local, in the performance of its obligations under this Agreement and shall be responsible to requiring each of its officials, members and employees, as the case may be, to comply with the such laws, rules and regulations, as they pertain to that person in such capacity.

SECTION 9. The recitals set forth above are incorporated into and constitute a part of this Agreement. This Agreement is the entire agreement of the parties hereto respecting the subject matter thereof and supersedes any and all prior or contemporaneous written or oral agreements, statements or understanding respecting that subject matter. It is stipulated and agreed that all provisions of the Agreement, including, without limitation, and general provisions, are material, and that note of the parties hereto has made or relied of any representation or express or implied warranty regarding the subject matter hereof that is not expressly set forth in this Agreement.

SECTION 10. No waiver or modification of this Agreement or any rights or obligations hereunder shall be valid or binding, unless and until it is in a writing expressly providing for such waiver or modification in clear and unequivocal terms and signed by the party or parties to be charged.

SECTION 11. Except as may be permitted under this Agreement, no party may assign any of that party's rights or delegate any of the party's duties, under this Agreement, without the prior written consent of the other party hereto.

SECTION 12. In the event that any performance by either Saginaw or Blue Mound of any of its obligations under this Agreement shall be in any way prevented, interrupted or delayed

by an act of God, acts of war, riot or civil commotion, by an act of State, by strikes, fire or flood, or by the occurrence of any other event or development beyond the control of either Saginaw or Blue Mound, Saginaw or Blue Mound, as applicable, shall be excused from such performance for such a period of time as is reasonably necessary after such occurrence abates for the effects there of to have dissipated or for Saginaw or Blue Mound to have effected a reasonable recovery therefrom, as the case may be.

SECTION 13. If one or more provisions of this Agreement are held to be invalid and/or unenforceable in any respect, (1) the other provisions of this Agreement shall remain valid and enforceable, (2) this Agreement shall be construed as if each invalid and/or unenforceable provision had never been contained herein, (3) in lieu of each such provision, the parties here to shall thereupon amend this Agreement to add a valid and enforceable provision that, in terms and extent, is as similar as possible to that invalid and/or unenforceable provision. Upon failure or refusal to so amend, such amendment may be made by judicial reformation.

SECTION 14. The Municipalities state and certify that their mayors are lawfully and duly authorized to sign this Agreement on behalf of their respective municipalities and that any and all motions and/or resolutions necessary to extend such authority have been duly passed by vote of Saginaw and Blue Mound City Councils and are in full force and effect at the time the mayors sign this Agreement on behalf of their municipality.

WITNESS WHERE OF we have hereunto set our hands this the _____ day of November, 2022 in duplicate originals.

CITY OF SAGINAW, TEXAS

Todd Flippo, Mayor

CITY OF BLUE MOUND, TEXAS

Darlene Copeland, Mayor