

EMERGENCY DISPATCH SERVICE CONTRACT

STATE OF TEXAS)

COUNTY OF TARRANT)

Whereas, the Tarrant County Fire Alarm Center, (Alarm Center), a non-profit Corporation of the State of Texas, and the City of Saginaw, Texas (City), are empowered to make agreements for the provisions of emergency dispatch services, a governmental function; and

Whereas, the Alarm Center and the City desire to enter into this agreement; and

Whereas, the City Council of the City finds the following agreement is in the best interest of and serves the public health, safety, and welfare.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein made, the benefits flowing to each parties hereto and other good and valuable considerations, the City of Saginaw, Texas, and the Tarrant County Fire Alarm Center do hereby contract and agree as follows:

The Alarm Center agrees to:

- A. Provide all such services as required to provide the City with 24 hour per day dispatching service for the City of Saginaw Fire Department within the boundaries as contracted for the City with the Tarrant County Emergency Services District #1, and for all other such calls as its fire department would respond to in the unincorporated areas of Tarrant County if called upon to do so;
- B. Answer all emergency calls for fire, rescue, and emergency medical services for the City of Saginaw Fire Department within the boundaries as contracted for the City with the Tarrant County Emergency Services District #1 in a prompt and expedient manner and notify the Fort Worth Fire Alarm Office of the emergency(s) on behalf of the Saginaw Fire Department in a prompt and expedient manner.
- C. Provide 24 hour per day recording of all 9-1-1 and other emergency telephone calls, all radio transmissions associated with dispatching all calls for fire, rescue, and emergency medical services for the City of Saginaw Fire Department within the boundaries as contracted for the City with the Tarrant County Emergency Services District #1 and to retain such recordings for a period of not less than thirty (30) days. Such recordings shall be made available to the City of Saginaw, Texas, upon written request, for its review in the

event any questions or concerns should arise from the receiving and/or dispatching of any call or calls for service; Furthermore any recording of radio transmissions, 9-1-1 or other emergency telephone calls retained in our database on behalf of the City of Saginaw, Texas Fire Department will remain the property of the City of Saginaw.

Authority to request such recordings shall be reserved to the senior administration of the City of Saginaw, Texas. This shall include the Fire Chief and his/her designated representatives, the City Manager, Assistant City Manager, the Mayor and any of their designated representatives.

D. Provide access to reports containing information of all calls dispatched for the Saginaw Fire Department within the boundaries as contracted for the City with the Tarrant County Emergency Services District #1, and for all other such calls as its fire department would respond to in the unincorporated areas of Tarrant County if called upon to do so, to include the date, time, location, and nature of all such calls. Furthermore any call sheets, and/or reports retained in our database on behalf of the City of Saginaw, Texas Fire Department will remain the property of the City of Saginaw.

E. The Tarrant County Fire Alarm Center agrees to abide by the City's policies in regard to the release of information in accordance with the Texas Public Information Act.

F. In addition, and if requested by the City, the Tarrant County Fire Alarm Center agrees to submit, on a quarterly basis, a financial report on the status of the Fire Alarm Center to reflect its operating expenses and financial status.

G. Provide a "General Liability" Insurance Policy in the amount of one (1) million dollars (\$1,000,000.00) that will hold harmless the Tarrant County Fire Alarm Center and all contracting agencies and cities for any acts of negligence or other litigation against the Alarm Center arising from the operation of the Alarm Center, its agents and employees, and agrees to include the City of Saginaw as an additional insured under the policy.

H. Maintain the current method and ability to immediately sound the City of Saginaw Outdoor Warning Sirens when requested to do so by City of Saginaw Senior Officials Saginaw Fire Department Officers.

I. Continue to answer the City of Saginaw facilities fire alarm systems telephone notifications and promptly notify the Fort Worth Fire Alarm Office of the fire alarm notification to include the facility name and address.

J. Pay to the City of Saginaw the sum of ONE THOUSAND, TWO HUNDRED and FIFTY DOLLARS each month invoiced on a quarterly basis with 30 day payment terms.

The City agrees to, in exchange for such services:

A. Purchase, install, and maintain at its sole cost and expense, a radio base station and repeater link in order for the Alarm Center to dispatch calls by radio for the City of Saginaw Fire Department within the boundaries as contracted for the City with the Tarrant County Emergency Services District #1;

B. Provide the facilities to accommodate the Fire Alarm Center to be located within the Saginaw Fire Department administration building at 400 S. Saginaw Boulevard, Saginaw, Texas and to provide to the Fire Alarm Center, all necessary utilities involved with the operation of the Fire Alarm Center, excluding, telephone services, television services and internet access.

C. Provide senior managerial supervision of the Fire Alarm Center to ensure compliance of Fire Alarm Center SOP's, continuity of operation, and personnel management. Senior managerial supervision shall be provided by the Saginaw Fire Chief and/or his or her designated representatives.

TERMS OF AGREEMENT

The term of this agreement shall be for one (1) year, beginning October 1st, 2020 through September 30, 2021.

NOTICE OF CANCELLATION

In the event that the Tarrant County Fire Alarm Center fails in any way to provide the services in this agreement, the City of Saginaw, Texas, may cancel this agreement. Such notice of cancellation shall be given in writing, listing its reasons for such cancellations, and to be effective 30 days after such notice is received.

In the event that the City of Saginaw, Texas, fails to comply with the provisions of this agreement, the Tarrant County Fire Alarm Center may cancel this agreement. Such notice of cancellation shall be given in writing, listing its reasons for such cancellations, and to be effective 30 days after such notice is received.

NON-RENEWAL

Should the Fire Alarm Center desire not to renew this agreement, such notice shall be provided, in writing, to the City of Saginaw, Texas, no less than sixty (60) days prior to the expiration of this agreement as to allow the City of Saginaw, Texas, sufficient time to establish an alternate source for such services.

Should the City of Saginaw, Texas desire to not renew this agreement with the Fire Alarm Center, such notice shall be provided, in writing, no less than sixty (60) days prior to the expiration of this agreement as to allow the Fire Alarm Center sufficient time to locate and alternate location for the operation.

If notice of non-renewal is not provided by either party, this agreement shall automatically renew for one (1) year terms.

LIABILITY

It is the intention of the parties and the parties do agree that any and all civil liability related to the furnishing of the services contemplated by this agreement to the City, as the governmental unit which would be responsible for furnishing such services absent this agreement, shall be the responsibility of the City, and the City agrees, to the extent permitted by law, to indemnify, save and defend the Alarm Center, its agents, officers and employees harmless from all liabilities, claims, cause of action, costs and expenses for injury to persons or property or death of any persons resulting from the failure of the equipment associated with the services provided by the Alarm Center to the City by this agreement. The fact that the parties accept certain responsibilities relating to the rendition of services under this agreement as a part of their responsibility for providing protection for the public health make it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be and is hereby invoked to the fullest extent possible under the law. Neither party waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions.

LAWS GOVERNING

The validity of this agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. This agreement shall be performable and all compensation payable in Tarrant County, Texas. Venue under this agreement lies in Tarrant County, Texas.

SEVERABILITY

If any clause, paragraph, section or portion of this agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the agreement shall be deemed to have contracted as if said clause, section, paragraph or portion had not been contained in the agreement initially.

AUTHORITY

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this agreement 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 by majority of the City Council and by the Board of Directors of the Tarrant County Fire Alarm Center, at which meetings a quorum was present, and are now in full force and effect.

Executed in duplicate original this _____ day of _____, 2020.

City Secretary
City of Saginaw, Texas

Mayor,
City of Saginaw, Texas

Approved as to Form and Legality:
City Attorney
City of Saginaw, Texas

Kirt Mays, President
Board of Directors
Tarrant County Fire Alarm Center

