

## **Ordinance 20-00382**

### **Interlocal Agreement between Travis County and City of Mustang Ridge, TX For Emergency Law Enforcement Dispatch Services**

This Interlocal Agreement (Agreement) is between the following parties: Mustang Ridge, Texas, located in Travis County, hereinafter referred to as "City" and Travis County hereinafter referred to as "County".

WHEREAS, City and County have determined that it is mutually beneficial for County to provide emergency law enforcement dispatch services for City; and,

WHEREAS, City and County agree that these services should be provided through the Travis County Sheriff's Office Emergency Communications Center, hereinafter referred to as Emergency Communications Center; and,

WHEREAS, City and County agree that reliable emergency law enforcement dispatch services assist both City and County; and,

WHEREAS, each party to this Agreement desires to ensure the provision of emergency law enforcement dispatch services and to enhance the public safety and welfare of the citizens of Travis County; and,

THEREFORE, City and County agree to the following:

#### **1.0 County Performance**

1.1 The Travis County Sheriff's Office (TCSO) will provide emergency law enforcement dispatch services to City law enforcement personnel in accordance with the terms and conditions of this Agreement, all applicable state and federal law, and with current guidelines from the Centers for Disease Control and Prevention (CDC). Services will be provided twenty-four hours per day, seven days per week during the period of this Agreement.

1.2 Not all emergency calls will be dispatched by TCSO. Only those calls associated with law enforcement incidents will be directly dispatched by TCSO personnel. Other types of emergency calls, such as fire and emergency medical services, will be routed to other appropriate governmental entities.

1.3 Law enforcement calls will be dispatched in a timely manner once the incident enters the waiting queue in the Computer Aided Dispatch (CAD) system. All calls will be dispatched according to TCSO protocols without regard to jurisdiction.

1.4 TCSO will not dispatch administrative calls, or calls that are requests for services other than law enforcement services. TCSO will refer callers of non-emergency calls to other appropriate numbers as time allows.

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1.5 The TCSO Emergency Communications Manager is the responsible person for handling all complaints and grievances about dispatch performance.

1.6 All non-emergency complaints must be handled during routine business hours of Monday through Friday 8:00 a.m. – 5:00 p.m. Complaints should be addressed by either the on-duty emergency communications supervisor or the TCSO patrol watch commander.

1.7 The TCSO Emergency Communications Manager is responsible for Travis County Sheriff's operations and shall be responsible for overseeing all necessary hardware and software for the operations of the Emergency Communications Center. The Center will be operated in a manner consistent with TCSO policies and procedures, all applicable state and federal law and current CDC guidelines.

1.8 Radio communications protocols have been developed by TCSO so that all radio communications occur on a consistent basis. Information concerning these protocols will be made available to qualified personnel from City.

1.9 There will be an initial consultation for configuration of unit identifiers. Thereafter CAD updates will occur only if capacity has been exceeded or if City and the Emergency Communications Manager mutually agree that a change is necessary.

1.10 Prioritization of Calls. Procedures for establishing prioritization of calls shall be the responsibility of TCSO. Call priorities will be equally applied to all governmental jurisdictions or cities.

### **2.0 City Performance**

2.1. City shall supply its personnel with all necessary, authorized equipment needed to provide communications that are compatible with emergency center operations. City shall be responsible for maintaining its equipment.

2.2 City shall adhere to all emergency communications protocols developed by TCSO.

2.3 City shall install and maintain any software necessary to view incidents in the CAD system if they wish to have access for statistical or other purposes.

### **3.0 Duration of Agreement**

3.1 Term. The term of this Agreement shall begin on October 1, 2020, and will continue through September 30, 2021, unless sooner terminated by either party as provided herein.

3.2 Renewal Term. Subject to continued funding by the parties, this Agreement will automatically renew October 1, 2021, for four (4) consecutive one year term, ending on September 30, 2025, unless sooner terminated by either party as provided herein.

3.3 Termination. Either party may terminate this Agreement by giving the other party written notice of its intent to terminate at least 60 days prior to the effective date of the termination.

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3.4 Settling of Costs. If this Agreement is terminated for any reason, the parties will prorate the costs of services provided. If termination occurs prior to payment, City will pay County a prorated amount for the services provided prior to termination. If termination occurs after payment, County will refund City a prorated amount based on the services provided prior to termination.

### **4.0 Mobile Data Computer**

4.1 City participation in the County's system of mobile access and use of law enforcement data (Mobile Data System) is beneficial to both the County and the City. Participation in Mobile Data System is voluntary.

4.2 City will provide its own computer(s) and mounting hardware for installation in police vehicles, which must be approved by the County. Any software installed onto any City computer used to access the Mobile Data System must be approved by the County. Maintenance, service, and installation of mounting hardware and electronics must be performed by a service provider approved by the County.

4.3 The County will provide network connectivity support for the Mobile Data System by making the County Information Technology Help Desk available to City police officers during normal business hours free of charge.

4.4 Maintenance and repair of the City's computer hardware is the responsibility of the City. The County will provide support to alterations to the County approved software image. The City must reimburse County for any direct cost of labor and parts in performing on-going maintenance or service to the computer's image. The County will provide advance written notice to the City, which may consist of an electronic message, when the cost of maintenance or service will be payable by the City.

4.5 The County will not increase the service rate for the duration of the annual contract other than as outlined in Section 5.3. If either Party terminates this Agreement, the County has the right to receive payment on terms provided in this Agreement for any parts, labor, or additional services provided by the County before the effective date of termination.

4.6 The County and City agree to abide by all current and hereafter approved rules of the Texas, and National Law Enforcement Telecommunications Systems and of the Texas and National Crime Information Centers (TCIC/NCIC), including but not limited to all requirements of the CJIS Security Policy. Compliance with the above requirements will be determined by the County and TCIC. Non-compliance with the CJIS Security Policy will be reviewed by County and City and either Party may terminate this Agreement if the other party is noncompliant with CJIS.

### **5.0 Compensation to County.**

5.1 Base Payment for Dispatch Services. City shall pay County a base amount of \$40,351, Forty Thousand Three Hundred Fifty One dollars, for dispatch services rendered pursuant to this Agreement. Payment of this base amount shall be made by March 15, 2021, then by March 15<sup>th</sup> of each subsequent edge.

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5.2 Costs of IT Support for Mobile Data System. City will pay the County on a timely basis for parts and labor on Mobile Computer Maintenance Services rendered at the following rates:

Hourly labor at \$60.00 per hour for work performed during "normal business times," which are from 8:00 a.m. until 5:00 p.m. on Monday through Friday. Trip charges for service calls that require travel to the City's location will be based on distance traveled and paid at the standard GSA mileage rate and IAW Travis County policy. Any additional costs associated with Information Technology support will be billed bi-annually.

5.3 County may raise the base amount for dispatch services in Section 5.1 and the hourly labor costs in 5.2 once annually during each year of this Agreement by sending a letter to the City detailing the new costs. The amount raised will not be more than fifteen percent (15%) in one year. If City agrees to the new amount, City will sign the letter agreeing to the new cost model and it will not change other terms or the automatic renewal of this Agreement. City or County may terminate this Agreement pursuant to 3.3 for any reason, including a disagreement about the raise in the base amount (or in 5.2, the raise in the costs of IT Support).

### **6.0 Access to Records.**

Read-only access to emergency communications records will be made available to the City via Visinet for purposes of viewing individual incidents and confirming emergency communications CAD numbers. Records will be maintained for the duration of the legally required retention period, but may not be available after that timeframe. Access to records is limited to web access only and does not constitute a license to use Travis County's CAD system. Only authorized personnel, as determined by TCSO emergency communications personnel, will be granted Visinet access.

### **7.0 Release of Information**

Any TCSO information generated by CAD that is viewed via the internet may not be released for public information purposes or general distribution, unless otherwise required by applicable law. The City will cooperate with the County and will request an opinion of the Texas Attorney General, as necessary, to withhold from disclosure information generated by CAD in response to a request for public information pursuant to the Texas Public Information Act. CAD access is granted for purposes of viewing incidents associated with governmental jurisdiction for confirmation of dispatch.

### **8.0 Amendments**

This Agreement may not be amended, except in writing and signed by both parties. No official, agent, employee, or representative of Travis County has any authority to alter, amend, or modify the terms of this Agreement, except in accordance with such express authority as may be granted by the Travis County Commissioner's Court.

### **9.0 Limitations and Liabilities**

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9.1 Nothing in this Agreement shall constitute a basis for consideration of an ownership position in Travis County's emergency communications. Participation in this Agreement is for service only from the County and does not create any entitlement to an ownership position in the fixed assets of emergency communications. Further, participation does not grant the City representation on any boards associated with the operations of the emergency communications center.

9.2 Neither the County nor the City will be liable for any claims, damages, and attorney fees arising from negligent or wrongful acts of employees of the other. In no event will either party be liable to the other for incidental, consequential, indirect, or punitive damages.

9.3 It is expressly understood and agreed that in the execution of this Agreement, no party waives, nor shall be deemed to have waived, any immunity or defense otherwise available to it against any claims arising out of the exercise of governmental powers and functions.

9.4 Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

9.5 To the extent authorized by law, City shall indemnify and defend County, its officers, agents, and employees, from all claims, for injury to or death of any person, for any act or omission by City, or for damage to any property, arising out of or in connection with the services performed by City under this agreement, whether such injuries, death or damages are caused by City's sole negligence or the joint negligence of City and any other third party.

9.6 Within five (5) City business days of receiving notice of any claim, demand, suit, or any action made or brought against City, arising out of the law enforcement activities conducted pursuant to this Agreement, City shall give written notice to County of such claim, demand, suit or other action. Said notice shall include: (a) the name and address of the claimant; (b) the basis of the claim, action or proceeding; (c) the court, if any, where such claim, action, or proceeding was instituted; (d) the name or names of any person or persons against whom such claim is being made.

### **10.0 Force Majeure.**

If the performance by County under this Agreement is interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or as a result of COVID-19 or any pandemic declared a disaster, then County will be excused from such performance for a period of time that is reasonably necessary after such occurrence to remedy the effects of the occurrence. Upon the discovery of such an event, the County shall notify the other party, and will call a special meeting to propose a resolution of the problem, and if necessary, to establish an estimated period of time to delay services under the Agreement.

### **11.0 Interlocal Cooperation Act.**

This Agreement is an Interlocal Agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each Party agrees that in the performance of its

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respective obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function, which it is authorized to perform individually under the applicable statutes of the State of Texas and/or its charter. The Parties agree that the compensation to be made by City to County as set forth in this Agreement is in an amount intended to fairly compensate County for the services that it provides hereunder.

**12.0 Notifications.**

Any notice under this Agreement must be in writing and may be either hand-delivered or sent by certified mail, postage prepaid, return receipt requested to the following:

County:

Samuel T. Biscoe

Honorable Sam Biscoe (or his successor)  
Travis County Judge's Office  
700 Lavaca St.  
Austin, Texas 78701

City:

Dee Bean

Name

MAYOR

Title

12800 S Highway 183  
Mustang Ridge, Texas 78610



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EXECUTED AS OF THE LATER DATE SET FORTH BELOW.

**Travis County**

Samuel T. Biscoe

By: Sam Biscoe

Travis County Judge

Date: 9-1-20

**City of Mustang Ridge, TX**

By: David Bunn

Printed Name: DAVID BUNN

Title: MAYOR

Date: 7/13/20



