

3

Commissioners Court

3.

Meeting Date: 06/18/2019
Submitted By: Nicole Edwards, Administrative Assistant
Item Requested is: For Action/Consideration
Is a Budget Amendment or Transfer Necessary?: No

Item

Consider and take necessary action to approve an Interlocal Agreement between Smith County and the Chapel Hill Independent School District for Emergency and Non-Emergency Dispatch Services, and authorize the County Judge to sign all related documentation.

Background

in order for Chapel Hill ISD PD to being operations this interlocal agreement will need to be in place. This is the first of several Dispatch Contracts that will be coming before the Comm. Court. Chapel Hill School Board approved the Interlocal agreement on 06/11/2019. I have attached a draft version and email from the new Chapel Hill ISD PD Chief.

Attachments

Interlocal Email
Dispatch Agreement

Nicole Edwards

From: Whitfield, Andrew <whitfielda@chapelhillisd.org>
Sent: Wednesday, June 12, 2019 8:44 AM
To: Thomas Wilson
Subject: CHISD MOU

Importance: High

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The board approved the MOU, they were not able to sign it due to the draft watermark. I can i remove the watermark and have the board sign and return to you?

ANDREW WHITFIELD
DIRECTOR OF SECURITY
CHAPEL HILL ISD
903-566-2441 EXT. 2911

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STATE OF TEXAS §
 §
COUNTY OF SMITH §

**INTERLOCAL AGREEMENT
BY AND BETWEEN
SMITH COUNTY, TEXAS
AND
CHAPEL HILL INDEPENDENT SCHOOL DISTRICT
FOR
EMERGENCY AND NON-EMERGENCY
LAW ENFORCEMENT DISPATCH SERVICES**

THIS AGREEMENT entered into by and between Smith County, Texas (“COUNTY”), a political subdivision of the State of Texas, and the Chapel Hill Independent School District (“CHISD”), with the authorizations of each party’s governing body, and both parties acting herein under the authority and pursuant to the terms of the Texas Government Code, Chapter 791, “Interlocal Cooperation Contracts,” *See Tex. Gov’t Code §§ 791.001, et seq.*

WITNESETH

WHEREAS, it is mutually beneficial for CHISD and COUNTY, through its Sheriff’s Department, to enter into an agreement for the performance of Emergency and Non-Emergency Law Enforcement Dispatching;

WHEREAS, CHISD is forming its own law enforcement agency which will require emergency and non-emergency law enforcement dispatch services before that agency is accredited as a law enforcement agency by the Texas Commission on Law Enforcement; and

WHEREAS, COUNTY and CHISD agree that cooperation is in the best interest of Smith County:

I. OBLIGATIONS OF THE COUNTY

- A. The COUNTY shall receive all 9-1-1 emergency calls for service originating from The CHISD's jurisdictional boundaries and dispatch appropriate resources in a timely and professional manner.
- B. The COUNTY shall receive all non-emergency law enforcement calls for service from CHISD's jurisdictional boundaries and dispatch appropriate resources in a timely and professional manner.
- C. The COUNTY shall provide and maintain a written policy and procedure which will serve as guidelines for processing of all calls for service.
- D. The COUNTY shall maintain and document officer status reports to ensure that Officer Safety standards are maintained.
- E. The COUNTY shall maintain and make available accurate information regarding calls for service.
- F. The COUNTY shall furnish documentation indicating the use of funds received from CHISD.
- G. The COUNTY acknowledges that this Agreement does not, in any way, limit, restrict or reduce the COUNTY's obligations under any and all applicable law, rule or regulation.

II. OBLIGATIONS OF THE ENTITY

- A. CHISD agrees to provide the COUNTY access to any CHISD Law Enforcement Computer System or documents to facilitate Law Enforcement Officers' request for information.
- B. CHISD acknowledges that all COUNTY employees will be hired and compensated by THE COUNTY. All employees of THE COUNTY will be subject to all of the personnel policies and procedures of THE COUNTY and shall not be considered as CHISD employees.
- C. CHISD acknowledges that all property and equipment shall remain sole property of the COUNTY.
- D. CHISD acknowledges that this Agreement does not, in any way, limit, restrict or

reduce CHISD's obligations under any and all applicable law, rule or regulation.

III. CONTRACT AMOUNT

- A. CHISD agrees to pay for the services provided in the total annual dollar amount of One Thousand Five Hundred Dollars and No Cents (\$1,500.00) per year payable in four quarterly installments. CHISD shall timely pay the amount due under this agreement by the end of each quarter. Payment for FY2019 (August 1, 2019 through September 30, 2019) will be prorated at \$250, payable the first quarter payment is due.
- B. All payments shall be subject to the Texas Prompt Payment Act. Should there arise any dispute, disputed amounts shall be deposited in a mutually agreed upon escrow account until a resolution. Any lawful interest charges owing under this Agreement shall accrue at 9.25% per annum, or the highest rate allowed by Texas law as determined by the Texas Comptroller of Public Accounts.
- C. As required by 791.011(e) of the Texas Government Code, all agencies agree to and shall make their respective payments due under the terms of this agreement to the COUNTY from current revenues available to each entity.

IV. TERM

The term of this Agreement shall be effective for the period beginning August 1, 2019 through and including September 30, 2020. This agreement shall atomically renew annually unless written notification is given by either party 30 days prior to termination.

V. TERMINATION

This agreement may be terminated by either party upon 30 days advance written notice to the non-terminating party as set forth below. Upon the effective date of termination, all amounts due the COUNTY by CHISD must be paid provided the COUNTY has performed all obligations hereunder and as required by any law, rule, or regulation. This Agreement shall be terminated upon the effective date of termination.

VI. OBLIGATIONS OF LOCAL GOVERNMENT UNITS

Nothing in this Agreement shall alter in any manner the obligation of the local government unit providing fire, police, or emergency medical service to the area from which a 9-1-1 emergency call is made from the obligation to respond to such call.

VII. NOTICES

All notices required by or relating to the Agreement shall be made by certified or registered U.S. Mail, postage prepaid, return receipt requested, or hand delivered.

VIII. SUCCESSORS AND ASSIGNS

The COUNTY and CHISD bind themselves and their successors, executors, administrators and assigns to the other party in respect to all covenants of this Agreement. Neither the COUNTY nor CHISD shall assign, sublet or transfer its interest in this Agreement without the prior written consent of the other. CHISD shall notify the COUNTY of the name, address, and telephone number of the employees authorized to act on behalf of CHISD. Any appointment by CHISD of an agent other than an CHISD employee to perform any of the duties specified in this Agreement must have the prior written approval of the COUNTY, such approval not to be unreasonably withheld. Nothing herein shall be construed as creating any liability on the part of any officer or agent of any public body that may be a part hereto.

IX. SOVEREIGN IMMUNITY

The parties agree that CHISD has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

X. MODIFICATIONS

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed, and may not be modified except upon the mutual written agreement of the parties hereto. Any oral representations or modifications concerning this instrument shall be of no force or effect.

XI. APPLICABLE LAW

This Agreement shall be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of this agreement shall be in Smith County, Texas.

XII. FORCE MAJEURE

In the event that the performance by either party of any of its obligations or undertakings hereunder shall be 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 the act or condition of any person or persons not a party or in privity hereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

IN WITNESS THEREOF, COUNTY AND CHISD have caused this agreement to be duly executed this _____ day of _____, 201_.

**FOR CHAPEL HILL INDEPENDENT COUNTY:
SCHOOL DISTRICT:**

FOR SMITH

**By: PRESIDENT, CHAPEL HILL ISD
BOARD OF TRUSTEES**

**By: Nathaniel Moran
SMITH COUNTY JUDGE**

FOR SMITH COUNTY SHERIFF’S OFFICE:

**Larry Smith
SMITH COUNTY SHERIFF**

ATTEST:

APPROVED AS TO FORM:

**Karen Phillips
SMITH COUNTY CLERK**

**Thomas Wilson
ASSISTANT DISTRICT ATTORNEY**