

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF BROWNWOOD, BROWN COUNTY, THE CITY OF EARLY AND
THE CITY OF BANGS FOR DISPATCH SERVICES**

This Interlocal Cooperation Agreement made and entered into as of the 1st day of October, 2020 (the "Effective Date"), by and between the City of Brownwood (hereinafter "Brownwood"), Brown County (hereinafter the "County"), the City of Early (hereinafter "Early"), and the City of Bangs (hereinafter "Bangs"), each acting by and through its governing body, pursuant to and under the authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The undersigned Local Governments may sometimes be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code; and

WHEREAS, the Parties are local governments as that term is defined by Chapter 791 of the Government Code; and

WHEREAS, the Parties have determined that it would be in the best interests of the Parties and the citizens of each for Brownwood to staff, provide the necessary equipment, infrastructure and maintenance to operate a centralized dispatch center and 911 Public Safety Answering Point at the Joint Law Enforcement Center that provides dispatch services for the Parties, and the Parties to share in the costs to operate the dispatch center and 911 Public Safety Answering Point; and

WHEREAS, the Parties, acting by and through its governing bodies, adopt the foregoing premises as findings of said governing bodies; and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants, agreements, obligations and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

**ARTICLE I
PURPOSE**

1.1 The purpose of this Agreement is to memorialize the obligations of the Parties in the operation of a centralized dispatch center by Brownwood that will provide dispatch services for all the Parties pursuant to the terms and conditions provided herein.

**ARTICLE II
OPERATION OF DISPATCH CENTER AND 911 PUBLIC SAFETY ANSWERING POINT**

2.1 Brownwood agrees to operate a centralized dispatch center (the "Dispatch Center") at the Joint Law Enforcement Center for the benefit of the Parties and provide and pay for adequate personnel, equipment, infrastructure, maintenance of all equipment and infrastructure, along with all operational fees needed to support the Dispatch Center, in exchange for each of the Parties paying its share of the costs to operate the dispatch center as provided in Article III, paragraph 3.1.

September 28, 2020
(Exhibit #3)

2.2 Brownwood agrees to continue to be the 911 Public Safety Answering Point (“PSAP”) for Brown County, Texas, in exchange for each of the Parties paying its share of the annual costs to employ 911 call-taker/dispatch personnel as provided in Article III, paragraph 3.3.

2.3 This Agreement acknowledges that Brownwood will have full authority and responsibility for the operation of the Dispatch Center and the 911 PSAP. The employees of the Dispatch Center and the Dispatchers employed to perform 911 PSAP will be employees of Brownwood and subject to the personnel policies of Brownwood.

**ARTICLE III
SHARING OF COSTS TO OPERATE DISPATCH CENTER
AND 911 PUBLIC SAFETY ANSWERING POINT**

3.1 **Dispatch Center Costs:** The Parties agree to share and pay Brownwood the following annual costs to operate the Dispatch Center in accordance with the following percentages which are established by the number of dispatch calls for service (“CFS”) in the preceding calendar year attributable to each Party. The percentages stated herein are based upon CFS in calendar year 2019 and the percentages will be adjusted annually, effective October 1, of each year during the term of the Agreement, based upon CFS in each preceding calendar year. The amount of costs subject to cost-sharing as provided herein shall be provided to the Parties each year, no later than sixty (60) days prior to the end of the Fiscal Year. “Fiscal Year” is defined as October 1 thru September 30.

Party	Percentage of CFS
Brownwood	60.5%
Brown County	26.3%
Early	10.6%
Bangs	2.6%

Please note that any CFS related to Brown County Water Improvement District, Texas Department of Public Safety, Texas Parks and Wildlife or other law enforcement agency or volunteer fire department located outside the city limits of Brownwood, Early and Bangs shall be assigned to Brown County for purposes of the calculation of percentage of CFS.

The annual costs for Brownwood to operate the Dispatch Center shall include the following costs:

A. **Personnel Costs:** The personnel costs are based upon 66.67% of the personnel costs for sixteen (16) dispatchers and 100% of the personnel costs for two receptionists (1 full-time and 1 part-time) budgeted annually by Brownwood to staff the Dispatch Center. The personnel costs for the first year of the Agreement are based on the personnel costs budgeted by Brownwood to staff the Dispatch Center for Fiscal Year 2020-2021, i.e., \$963,023.00 (which includes the salaries and benefits for all dispatchers, i.e., \$908,280.00 and the salaries and benefits for two receptionists, i.e., \$54,743.00). After multiplying the personnel costs for dispatchers times 66.67% and personnel costs for two receptions times 100%, the total personnel costs to be shared by the Parties equals \$660,293.00 (the “Personnel Costs”). Brownwood currently employs seventeen (17) full-time employees and one (1) part-time employee in the Dispatch Center comprised of the following positions: one (1) full-time Dispatch Supervisor, fifteen (15) full-time dispatchers/call takers, one (1) full-time receptionist call takers and one (1) part-time receptionist call takers. The Personnel Costs may be adjusted each year by Brownwood based upon the staffing needs of

the Dispatch Center and any salary and benefit increases for those employees, subject to the provisions contained in paragraph 3.4. For each year of the Agreement, Brownwood shall provide, in writing, the annual anticipated Personnel Costs to the Parties at least sixty (60) days prior to the end of the Fiscal Year.

B. **Equipment Purchases and Maintenance Costs:** Brownwood has purchased, or is purchasing, four (4) dispatch consoles for Dispatch Center and one (1) dispatch console for the Emergency Operations Center (“EOC”) and other furniture and equipment at a cost of \$374,002.00, less a grant from the West Central Texas Council of Governments (“WCTCOG”) in the amount of \$169,989.00, for a total equipment purchase cost of \$204,013.00 (the “Equipment Purchase Costs”). Maintenance shall be provided by the equipment vendor at a cost of \$0.00 for Fiscal Year 2020-2021 (the “Equipment Maintenance Costs”). The total Equipment Purchase Costs and Equipment Maintenance Costs for the first year of the Agreement is \$204,013.00. The Equipment Purchase Costs and Equipment Maintenance Costs shall be adjusted each year by Brownwood based upon the equipment and maintenance needs of the Dispatch Center and the costs to meet those needs, subject to the provisions contained in paragraph 3.4. For each year of the Agreement, Brownwood shall provide, in writing, the annual anticipated Equipment Purchase Costs and the Equipment Maintenance Costs to the Parties at least sixty (60) days prior to the end of the Fiscal Year.

C. **Infrastructure Costs:** Brownwood operates a communications tower at Round Mountain (the “Round Mountain Site”), upon which it places antennae, a T-1 communications line and other communications equipment and structures (the “Communications Equipment”) to support communications for the Dispatch Center. The costs to purchase and install Communication Equipment, make improvements to the communications tower, maintenance costs for the communications tower and Communications Equipment and otherwise operate the Round Mountain Site for the first year of the Agreement is \$701,893.00 (the “Infrastructure Costs”). The Infrastructure Costs shall be adjusted each year by Brownwood based upon the infrastructure needs of the Dispatch Center and the costs to meet those needs, subject to the provisions contained in paragraph 3.4. For each year of the Agreement, Brownwood shall provide, in writing, the annual anticipated Infrastructure Costs to the Parties at least sixty (60) days prior to the end of the Fiscal Year.

D. **Operational Fees:** Brownwood shall pay the following operational fees (the “Operational Fees”) to support the Dispatch Center: (i) five (5) dispatch console service fees at a cost of \$50.00 per console per month for an annual total of \$3,000.00. Total Operational Fees that are subject to cost sharing are \$3,000.00. The Operational Fees shall be adjusted each year by Brownwood based upon the operational fees needed to support the Dispatch Center and the costs to meet those needs, subject to the provisions contained in paragraph 3.4. For each year of the Agreement, Brownwood shall provide, in writing, the annual anticipated Operational Fees to the Parties at least sixty (60) days prior to the end of the Fiscal Year. In addition, but not subject to cost sharing, (i) Brownwood shall pay for one (1) conventional interface for the Brownwood Fire Department at a monthly cost of \$50.00 for an annual total of \$600.00; and (ii) Brown County shall pay for one (1) conventional interface for the Sheriff’s Department at a monthly cost of \$50.00 for an annual total of \$600.00.

3.2 Payment of Shared Costs: The Parties agree to pay their percentage of the annual costs on the following basis:

Personnel Costs	shall be paid on a pro-rata monthly basis due on the 10th day of each month;
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Equipment Purchase Costs shall be billed to the Parties as Brownwood incurs the cost from the vendor and shall be paid within thirty (30) days after receipt of invoice from Brownwood;

Equipment Maintenance Costs shall be billed to the Parties as Brownwood incurs the cost from the vendor and shall be paid within thirty (30) days after receipt of invoice from Brownwood.

Operational Fees shall be billed to the Parties as Brownwood incurs the cost from the vendor and shall be paid within thirty (30) days after receipt of invoice from Brownwood.

3.3 **911 PSAP Costs:** The Parties agree to share and pay Brownwood the following annual costs to operate the 911 PSAP in accordance with the following percentages which are established by the per capita population attributable to each Party in the preceding calendar year. The 911 PSAP costs are based upon 33.33% of the personnel costs incurred annually by Brownwood to staff the Dispatch Center with dispatchers/call takers (“Call Takers”). The personnel costs for the first year of the Agreement are based on the personnel costs budgeted by Brownwood to staff the Dispatch Center with Call Takers for Fiscal Year 2020-2021 in the amount of \$908,280.00, which includes the salaries and benefits for all Call Takers, multiplied by 33.33%, which equals \$302,730.00 (the “Call Taker Personnel Costs”). Brownwood currently employs sixteen (16) full-time employees in the Dispatch Center who perform Call Taker duties: one (1) full-time Dispatch Supervisor and fifteen (15) full-time dispatchers/call takers. The Call Taker Personnel Costs may be adjusted each year by Brownwood based upon the staffing needs of the Dispatch Center and any salary and benefit increases for those employees, subject to the provisions contained in paragraph 3.4. For each year of the Agreement, Brownwood shall provide, in writing, the annual anticipated Call Taker Personnel Costs to the Parties at least sixty (60) days prior to the end of the Fiscal Year. The percentages stated herein are based upon the population of each Party at the end of calendar year 2019 and the percentages will be adjusted annually, effective October 1, of each year during the term of the Agreement, based upon population at the end of the preceding calendar year using interim census data.

Party	Population	Percentage
Brownwood	19,288	50.62%
Brown County	14,063	36.9%
Early	2,762	7.25%
Bangs	1,603	4.21%
Blanket*	390	1.02%

*Blanket is not a party to this Agreement but they will be responsible to pay their share of the 911 PSAP Costs.

The Parties agree to pay their percentage of the Call Taker Personnel Costs on a pro-rata monthly basis due on the 10th day of each month.

3.4 **Maximum Annual Adjustment for Costs.** In the event that the annual adjusted costs for all Personnel Costs, Equipment Purchases and Maintenance Costs, Infrastructure Costs, Operational Fees and 911 PSAP Costs do not exceed twenty-five (25%) of the previous year’s costs for these expenses, cumulatively, then the adjusted costs shall go into effect automatically during the next Fiscal Year, without

the consent of the Parties. In the event that the adjusted costs for all Personnel Costs, Equipment Purchases and Maintenance Costs, Infrastructure Costs, Operational Fees and 911 PSAP Costs exceed twenty-five (25%) of the previous year's costs for these expenses, cumulatively, then Brownwood must obtain the consent and approval of the Parties for costs that exceed 25%, prior to the adjusted costs in excess of 25% going into effect during the next Fiscal Year. In the event that one or more of the Parties do not consent and approve the costs in excess of 25% for the next Fiscal Year, the costs in excess of 25% will only be shared by the Parties that consent and approve those costs. Regardless of whether or not the costs in excess of 25% are consented to and approved for the next Fiscal Year, the costs in excess of 25% shall be used to figure the annual costs for the following Fiscal Year.

3.5 **Unexpected Costs:** The Parties recognize that certain costs may be incurred by Brownwood for Personnel Costs, Equipment Purchase Costs, Equipment Maintenance Costs, Infrastructure Costs, Operational Fees and 911 PSAP Costs that are not anticipated and/or budgeted. In addition, certain costs may be incurred by Brownwood for costs that are not described herein to support the Dispatch Center and the 911 PSAP Costs. In that event, Brownwood shall provide notice to the Parties of the unexpected expense and shall invoice the Parties for the additional costs and the Parties agree to pay for such costs in accordance with the percentages and payment schedule as provided herein.

ARTICLE IV ADVISORY COMMITTEE

A Dispatch Advisory Committee is hereby created, consisting of the following representatives from the Parties and entities: the Brownwood Chief of Police or designee; the Brown County Sheriff or designee; the Early Chief of Police or designee; the Bangs Chief of Police or designee; the Brownwood Fire Chief or designee; the Early Fire Chief or designee; a representative of the Brown County Volunteer Fire Departments or designee; the Brown County Emergency Management Coordinator or designee, and the City of Brownwood Dispatch Supervisor. The purpose of this Committee is to monitor and discuss dispatch operations, service concerns and call volumes for each entity. The Committee would meet quarterly or as needed. The Committee would not be responsible for personnel matters since all employees performing dispatch services under this Agreement would be City employees. The Brownwood Chief of Police shall present quarterly, or as needed, financial reports on staffing, equipment, infrastructure and other costs to operate the Dispatch Center.

ARTICLE V TERM

The term of this Agreement shall commence on the Effective Date and expire September 30, 2030 (the "Original Term"). The Agreement may be extended upon the mutual agreement of the Parties. This Agreement shall remain in full force and effect unless superseded by a supplemental agreement or terminated as provided in this Agreement and may be extended by the mutual agreement of the parties.

**ARTICLE VI
TERMINATION**

6.1 **Termination for Breach:** If any Party commits a breach of any provision of this Agreement, this Agreement may be terminated by a non-breaching party upon providing thirty (30) days written notice to the breaching party, except that if the breaching party cures the breach within the thirty (30) day period, the right of the non-breaching party to terminate this Agreement does not accrue.

6.2 **Termination for Convenience:** If any Party desires to terminate the Agreement for any reason other than a breach as set forth in paragraph 6.1, the Party must give the other Parties twelve (12) months prior written notice. Notwithstanding the foregoing, Brownwood shall not have the right to terminate for convenience under this paragraph 6.1 until five (5) years have elapsed under the Original Term. Following termination for convenience by a Party, that Party shall no longer receive services from the Dispatch Center and, other than obligations due and owing prior to the date of termination, shall have no further liability to Brownwood or the other Parties. Brownwood will not reimburse any costs to the Party terminating the Agreement for convenience and all equipment and infrastructure shall remain the sole property of Brownwood.

**ARTICLE VII
CURRENT REVENUE; FAIR COMPENSATION**

The Parties warrant that all payments, expenditures, fees, costs, and disbursements, if any, require of it hereunder or required by any other agreements, contracts and documents executed, adopted or approved pursuant to this Agreement, shall be paid from current revenues available to the paying Party. The Parties warrant that no debt is created by this Agreement and that any debt created through a purchase shall be the sole obligation of the purchasing Party and no obligation or liability for such debt shall be a liability or obligation of the other Parties. Further, the Parties warrant and agree that the exchange of services provided herein, and the compensation each Party is receiving therefore, are in an amount that fairly compensates the performing Party for the services performed in this Agreement.

**ARTICLE VIII
MISCELLANEOUS**

(a) This Agreement is not intended to create a joint enterprise. By entering this Agreement, the Parties are undertaking a governmental function or service the purpose of which is to further the public good.

(b) Each Party shall retain supervision and control of its own employees at all times while performing this Agreement and no employee of one entity shall be considered a borrowed servant of the other entity for Worker's Compensation purposes or for any other reason. Brownwood agrees that all persons employed by it to furnish services hereunder are employees, agents or representatives of Brownwood and not the other Parties.

(c) The Parties hereby agree that this Agreement constitutes an agreement for providing services to each other, which is subject to the provisions of Subchapter I of Chapter 271, Texas Local Government Code and any successor statute(s). In accordance with Sections 271.152 and 271.153 of the Texas Local

Government Code, the Parties hereby waive any constitutional, statutory or common law right to sovereign or governmental immunity from liability or suit for purposes of adjudicating a claim for breach of contract.

(d) In the event that any portion of this Agreement be found contrary to law, it is the intent of the Parties hereto that the remaining portions shall be valid and remain in full force and effect to the greatest extent allowable by law.

(e) This Agreement supersedes any prior agreements entered into by and between the parties regarding the subject of this Agreement.

(f) Venue and jurisdiction of any suit or right or cause of action arising under or in connection with this Agreement shall be exclusively in Brown County, Texas, and any court of competent jurisdiction shall interpret this Agreement in accordance with the laws of the State of Texas.

(g) This Agreement shall not be amended unless such amendment is executed by the duly authorized representatives of each Party in writing.

(h) The undersigned officers and/or agents of the Parties hereto are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the Parties hereto.

(i) This Agreement may be executed separately by the Parties, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Executed this 22nd day of September 2020.

{SIGNATURE PAGE TO FOLLOW}

THE CITY OF BROWNWOOD, TEXAS

By: Stephen Haynes
Stephen Haynes, Mayor

Attest:

Christi Wynn
Christi Wynn, City Secretary

THE CITY OF EARLY, TEXAS

By: Robert Mangrum
Robert Mangrum, Mayor

Attest:

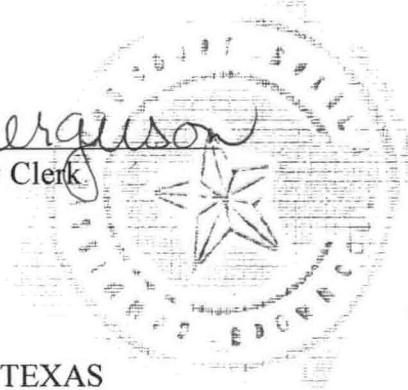
Brenda Kilgo
Brenda Kilgo, City Secretary

BROWN COUNTY, TEXAS

By: Paul D. Lilly Pro Tem
Paul D. Lilly, County Judge
Joel Kelton

Attest:

Sharon Ferguson
Sharon Ferguson, County Clerk



THE CITY OF BANGS, TEXAS

By: Eric Bishop Pro Tem
Eric Bishop, Mayor Pro Tem
Marisa Craddock

Attest:

Nan Billings
Nan Billings, City Secretary