

STATE OF TEXAS

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COUNTY OF TARRANT

**INTERLOCAL AGREEMENT BETWEEN  
CITY OF FORT WORTH AND CITY OF SANSOM PARK**

This Interlocal Agreement (“Agreement”) is made between the City of Fort Worth (“Fort Worth”), a home-rule municipal corporation of the State of Texas, and the City of Sansom Park ~~Sansom Park~~, a ~~Type A general law~~home-rule municipality in the State of Texas (“Sansom Park”), ~~acting by and through Marvin Gregory, its duly authorized City Manager~~. Fort Worth and Sansom Park may be referred to individually as a “Party” and collectively referred to as the “Parties.”

WHEREAS, the Texas State Legislature has authorized the formation of interlocal cooperating contracts between and among governmental entities; and

WHEREAS, this Agreement is made under the authority granted by and pursuant to Chapter 791 of the Texas Government Code which authorizes Fort Worth and Sansom Park to enter into this Agreement for purposes of providing a governmental function or service that each Party to the contract is authorized to perform individually;

WHEREAS, Fort Worth and Sansom Park desire to enter into this Agreement to detail the terms of the Suburban Dispatching and Station ~~Alerting~~Alerting Project (“Dispatching and Station Alerting Project”);

WHEREAS, the governing bodies of Fort Worth and Sansom Park find that this Agreement is necessary for the benefit of the public and the performance of this Agreement is in the common interest of both Parties;

WHEREAS, the governing bodies of Fort Worth and Sansom Park have authorized entering into this Agreement; and

WHEREAS, the governing bodies of Fort Worth and Sansom Park, in paying for the performance of governmental functions or in performing such governmental functions, shall make payments only from current revenues legally available to such Party.

NOW THEREFORE, IN CONSIDERATION of the mutual promises and agreements contained herein, the Parties do hereby agree as follows:

1. Purpose. The purpose of this Agreement is to incorporate dispatching services for Sansom Park into Fort Worth’s Public Safety Answering Point (PSAP) for all calls related to fire protection, emergency medical, and rescue services. Furthermore, this Agreement is to incorporate station alerting hardware and support. Doing so will increase efficiencies, reduce call transfer times between agencies, reduce dispatch delays due to cellular calls, begin a

regionalization and consolidation approach to dispatching, and enhance cooperation with adjacent municipalities.

2. Fort Worth's Responsibility.

A. **Services.** On behalf of Sansom Park, Fort Worth will provide twenty-four (24) hour per day dispatching services for the Sansom Park Fire Department including accepting all calls for service and transfers from Sansom Park's PSAP, dispatching the appropriate resources, monitoring the appropriate radio frequencies or talk groups, and making notifications and phone calls as needed. Fort Worth will provide answering services for the seven-digit emergency number and 9-1-1 for the Sansom Park and dispatch and perform all on-scene dispatch management. Fort Worth will also provide 24 hours/7 days a week support for Locution systems installed at Sansom Park and this will be based on normal on-call processes for Fort Worth. Service Level Agreements ("SLAs") will also be within normal Fort Worth operating procedures. Locution support will be provided on an as needed basis.

B. **Standards.** Fort Worth shall notify Sansom Park of all standards adopted and revised for GIS data, run card information, and hardware and software requirements for radios, telephones, public address systems, and mobile clients.

C. **Agency Liaison.** Fort Worth agrees to designate a representative (and an alternate) who will act as the authorized liaison to Sansom Park for purposes of data sharing, notification of GIS data changes, run card information, and other information as required by Fort Worth. That representative shall be identified by name, business address, primary and emergency telephone and facsimile numbers, and email address, provided to the Fire Chief or Agency Liaison for Sansom Park.

D. **Records.** Fort Worth will maintain all call logs and records related to the dispatching for Sansom Park. At any time, Sansom Park may request additional statistical information, recordings, printouts, or other data that Fort Worth maintains in relation to this Agreement.

If Fort Worth is required by law to release data or other records involving agents or employees of Sansom Park in relation to this Agreement, or incidents occurring within the boundaries of the Sansom Park in relation to this Agreement, Fort Worth agrees to notify the Sansom Park as applicable of such disclosure prior to such release. Such requests shall be honored in accordance with Fort Worth's open records policy and the laws of the State of Texas.

E. **Equipment.** Fort Worth will provide equipment to Sansom Park under its current vendor contracts and will be responsible for the installation, repair, programming, and maintenance of all equipment, including but not limited to: Mobile Data Computers (MDC's), Cradlepoints, antennas, docking stations, swivel mounts, and air cards from the vendor designated by Fort Worth's telephones, radios,

mobile clients, and public address systems. Fort Worth will also work with Sansom Park in partnering on the purchase of equipment related to Location Station Alerting including those items outlined in Attachment B.

- F. **Invoicing.** In accordance with Attachment “A” – Dispatching Project Costs and Attachment “B”, Fort Worth will invoice Sansom Park for the “one-time” costs prior to the project getting underway. The reoccurring “annual” costs will be invoiced by Fort Worth as a separate line item each year, and then the cost/run fee of \$30/run will be invoiced on a quarterly basis and will be accompanied with monthly run-volume totals so that Sansom Park can validate before remitting payment. The cost/run fee of \$30/run could be slightly adjusted in future years to account for inflation; however, any changes will be reviewed with Sansom Park in advance for their concurrence. In the case of Station Alerting support/maintenance, the City of Fort Worth will invoice \$70 an hour, the parts needed plus 10% of the parts. If the call is after hours, the charge is time and half with a minimum of a two-hour charge.
- G. **Stakeholder Group.** Fort Worth shall establish a stakeholder group with the goal of continuous quality improvement and support.
- H. **Review.** Fort Worth will investigate and complete a report to Sansom Park on any complaints/concerns that arise either internally or externally related to this Agreement.
- 3. Sansom Park’ Responsibilities.
  - A. **Agency Liaison.** Sansom Park agrees to designate a representative (and an alternate) who will act as the authorized liaison to Fort Worth for purposes of data sharing, notification of GIS data changes, run card information, and other information as required by Fort Worth. That representative shall be identified by name, business address, primary and emergency telephone and facsimile numbers, and email address at Fort Worth’s Emergency Communications Center.
  - B. **Agency Contacts.** Sansom Park will provide Fort Worth with a list of persons to be called or notified and the specific incidents or circumstances in which those calls and notifications are to be made.
  - C. **Data.** Sansom Park will provide Fort Worth with infrastructure data including but not limited to address, building, emergency data, and water supply information. Sansom Park will also provide Fort Worth with a listing of resource amounts and types, apparatus, equipment, staffing levels, and special conditions, e.g. is an engine and medic either/or, and responsive levels required by call type. All data shall be current and in a format that is compatible with Fort Worth’s databases.
  - D. **Requests for Information.** Sansom Park agrees to forward any public information requests for dispatch specific records or recordings to Fort Worth.

Such requests will be honored in accordance with Fort Worth's open records policy and the laws of the State of Texas.

- E. **Equipment.** Sansom Park shall be solely responsible for notifying Fort Worth of any maintenance, support, or repair needs associated with the equipment noted in Section 2.E. above, and maintain current-life devices that can be vendor-supported
- F. **Payment.** In accordance with Attachment "A" – Dispatching Project Costs and Attachment "B" Station Alerting Costs, Sansom Park will pay the "one-time" costs upfront prior to the project getting underway and then be allowed to annually pay the reoccurring "annual" costs associated with the equipment and maintenance/support activities. The reoccurring "annual" costs will be invoiced by Fort Worth as a separate line item each year, and then the cost/run fee of \$30/run will be invoiced on a quarterly basis. In accordance with Attachment "B" – Station Alerting Costs, Sansom Park will pay the support costs on a monthly basis, once installs have taken place and the systems are functional.
- G. **Stakeholder Group.** Sansom Park shall participate in a stakeholder group which shall be established by the Fort Worth Fire Alarm Office in coordination with Sansom Park. The goal of the group will be continuous quality improvement and support.
- H. **Grant Support.** Sansom Park shall provide support for any grants related to the communication center or radio communication system.
- I. **Alert Notification System.** Sansom Park will work in association with Fort Worth in the maintenance of the alert notification system and maintain a support agreement with Locution and allow Fort Worth to call on their behalf.

4. Term and Termination. This Agreement shall begin upon the date executed by the Assistant City Manager for Fort Worth below and shall continue in full force and effect unless terminated. Either party to this Agreement may terminate this Agreement at any time and for any reason by providing thirty (30) days written notice to the other party or pursuant to other provisions within this Agreement.

5. Immunity. It is expressly understood and agreed that in the execution of this Agreement, no party waives 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 powers and functions.

6. Assignment. None of the Parties shall have the right to assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of any of the other Parties.

7. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought on the basis of this Agreement shall lie exclusively in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas – Fort Worth Division. In any such action, each party shall pay its own attorneys' fees, court costs and other expenses incurred as a result of the action.

8. Remedies. No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Agreement may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

9. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

10. Applicable Law. This Agreement is entered into subject to the Interlocal Cooperation Act, the governing charters and ordinances of Fort Worth and Sansom Park, as they may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable Texas and Federal law.

11. Entire Agreement. This Agreement contains the entire understanding and agreement between Fort Worth and Sansom Park as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with this Agreement.

12. Signature Authority. The person signing this Agreement hereby warrants that he or she has the legal authority to execute this agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this Agreement.

13. Independent Contractor. In performing the duties under this Agreement, each Party is acting as an independent contractor, and not as an agent, representative, servant or employee of the other Party. Subject to the terms of this Agreement, each Party shall have the right to control the details of its performance hereunder. Additionally, nothing herein shall be construed as the creation of a partnership or joint enterprise between Fort Worth and Sansom Park.

14. No Waiver. The failure of either party to insist upon the performance of any provision or condition of this Agreement or to exercise any right granted herein shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

15. Non-Appropriation of Funds. Fort Worth and Sansom Park will use best efforts to appropriate sufficient funds to support obligations under this Agreement. However, in the event

that sufficient funds are not appropriated by either party's governing body, and as a result, that party is unable to fulfill its obligations under this Agreement, that party (i) agrees to promptly notify the other party in writing and (ii) terminate this Agreement, effective as of the last day for which sufficient funds have been appropriated. However, failure to deliver such notice of non-appropriation shall not extend the term of this Agreement beyond the last day for which sufficient funds have been appropriated.

16. Right to Audit. Each Party agrees that any of the other Parties shall, until the expiration of three (3) years after termination of this Agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers, records, and communications involving transactions relating to this Agreement at no additional cost. Each Party shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. An auditing Party shall give the audited Party reasonable advance notice of intended audits.

17. Liability. Nothing in the performance of this Agreement shall impose any liability for claims against Fort Worth and Sansom Park other than claims for which liability may be imposed by the Texas Tort Claims Act.

18. Amendments. No amendment to this Agreement shall be binding upon either party hereto unless such amendment is set forth in writing, and signed by both parties.

19. Force Majeure. The parties shall exercise their best efforts to meet their respective duties and obligations hereunder, but shall not be held liable for any delay in or omission of performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any state or federal law or regulation, acts of God, fires, strikes, lockouts, national disasters, wars, riots, material or labor restrictions, transportation problems or existing contractual obligations directly related to the subject matter of this Agreement.

20. Notice. Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives or (2) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

<p>To Fort Worth:</p> <p>City of Fort Worth Attn: Assistant City Manager 200 Texas Street Fort Worth, TX 76102-6314</p> <p>With copy to Fort Worth City Attorney's Office at same address</p>	<p>To Sansom Park:</p> <p>City of Sansom Park Angela Winkle – City Administrator 5705 Azle Avenue Sansom Park, TX 76114</p>
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiples.

*(signature page follows)*

**ACCEPTED AND AGREED:**

**CITY OF FORT WORTH:**

By: \_\_\_\_\_  
Name: Valerie R. Washington  
Title: Assistant City Manager

Date: \_\_\_\_\_, 20\_\_

**APPROVAL RECOMMENDED:**

By: \_\_\_\_\_  
Name: James Davis  
Title: Fire Chief

**ATTEST:**

By: \_\_\_\_\_  
Name: Mary Kayser  
Title: City Secretary

**CONTRACT COMPLIANCE MANAGER:**

By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

By: \_\_\_\_\_  
Name: Mark Rauscher  
Title: Assistant Fire Director

**APPROVED AS TO FORM AND LEGALITY:**

By: \_\_\_\_\_  
Name: Christopher Austria  
Title: Assistant City Attorney

**CONTRACT AUTHORIZATION:**

**M&C:** \_\_\_\_\_

**CITY OF Sansom Park:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
  
Date: \_\_\_\_\_, 20\_\_

# ATTACHMENT "A"

## DISPATCHING COSTS

	One-Time	Quantity	One-Time Total	Monthly	Annual**	Quantity	Annual Total
<b>Apparatus Costs</b>							
<b>MDC Hardware</b>							
Dell Latitude 7224 Rugged (CTO)	\$3,554.29	1	\$3,554.29	-	-		
Docking Station (Havis DS-DELL-612)	\$541.53	2	\$1,083.06	-	-		
Swivel Mount (Havis C-MKM-102)	\$135.58	2	\$271.16	-	-		
HAVIS FIXED ADAPTER PLATE TALL: UNIVERSAL	\$56.78	2	\$113.56				
Havis PKG-KB-208 - Keyboard -with touchpad	\$357.01	2	\$714.02				
<b>Cradlepoint Hardware</b>							
IBR 900 Cradlepoint w/ 5 Years NCE (MA5-09001200-NNA)	\$1,037.70	2	\$2,075.40	-	-		
Cradlepoint Antenna (AP-IBR1100-Q-BL)	\$198.28	2	\$396.56	-	-		
<b>Labor/Installation</b>							
Labor - Configure MDC	\$126.16	2	\$252.32	-	-		
Labor - Install Equipment in Apparatus	\$433.96	2	\$867.92	-	-		
<b>Recurring Costs</b>							
GTS Management Cost (annual), per device	-			-	\$152.44	1	\$152.44
Cradlepoint Cellular Service - Unlimited (DIR)	-			\$37.99	\$455.88	2	\$911.76
Cradlepoint NCE per year (after Year 5)	-			-	\$62.81	2	\$125.62
<b>River Oaks TOTAL - Per Apparatus Costs</b>	<b>\$6,441.29</b>		<b>\$9,328.29</b>	<b>\$37.99</b>	<b>\$671.13</b>		<b>\$1,189.82</b>

Apparatus Costs	One-Time	Quantity	One-Time Total	Monthly	Annual**	Quantity	Annual Total
<b>MDC Hardware</b>	-	-	-	-	-	-	-
Dell Latitude 7424 Rugged (CTO)	\$4,096.47	1	\$4,096.47	-	-	-	-
Docking Station (Havis DS-DELL-612)	\$541.53	1	\$541.53	-	-	-	-
Swivel Mount (Havis C-MKM-102)	\$135.58	1	\$135.58	-	-	-	-
HAVIS FIXED ADAPTER PLATE TALL: UNIVERSAL	\$56.78	1	\$56.78	-	-	-	-
Havis PKG-KB-208 - Keyboard -with touchpad	\$357.01	1	\$357.01	-	-	-	-
-	-	-	-	-	-	-	-
<b>Cradlepoint Hardware</b>	-	-	-	-	-	-	-



<a href="#">IBR 900 Cradlepoint w/ 5 Years NCE (MA5-09001200-NNA)</a>	<a href="#">\$1,037.70</a>	<a href="#">1</a>	<a href="#">\$1,037.70</a>	-	-	-	-
<a href="#">Cradlepoint Antenna (AP-CCWWG-Q-S22222-RP34-BL)</a>	<a href="#">\$198.07</a>	<a href="#">1</a>	<a href="#">\$198.07</a>	-	-	-	-
<a href="#">Cradlepoint Power (170585-001 3m Power/GPIO Cable)</a>	<a href="#">\$11.13</a>	<a href="#">1</a>	<a href="#">\$11.13</a>	-	-	-	-
-	-	-	-	-	-	-	-
<b><a href="#">Labor\Installation</a></b>	-	-	-	-	-	-	-
<a href="#">Labor - Configure MDC</a>	<a href="#">\$126.16</a>	<a href="#">1</a>	<a href="#">\$126.16</a>	-	-	-	-
<a href="#">Labor - Install Equipment in Apparatus</a>	<a href="#">\$433.96</a>	<a href="#">1</a>	<a href="#">\$433.96</a>	-	-	-	-
-	-	-	-	-	-	-	-
<b><a href="#">Recurring Costs</a></b>	-	-	-	-	-	-	-
<a href="#">GTS Management Cost (annual), per device</a>	-	-	-	-	<a href="#">\$152.44</a>	<a href="#">1</a>	<a href="#">\$152.44</a>
<a href="#">Cradlepoint Cellular Service - Unlimited (DIR)</a>	-	-	-	<a href="#">\$37.99</a>	<a href="#">\$455.88</a>	<a href="#">1</a>	<a href="#">\$455.88</a>
<a href="#">Cradlepoint NCE per year (after Year 5)</a>	-	-	-	-	<a href="#">\$62.81</a>	<a href="#">1</a>	<a href="#">\$62.81</a>
-	-	-	-	-	-	-	-
<b><a href="#">Sansom Park TOTAL - Per Apparatus Costs</a></b>	<a href="#">\$6,994.39</a>	-	<a href="#">\$6,994.39</a>	<a href="#">\$37.99</a>	<a href="#">\$671.13</a>	-	<a href="#">\$671.13</a>

## ATTACHMENT "B"

### STATION ALERTING COSTS

<u>Station Alerting Costs</u>	<u>One-Time</u>	<u>Quantity</u>	<u>One-Time Total</u>	<u>Monthly</u>	<u>Annual**</u>	<u>Quantity</u>	<u>Annual Total</u>	
<u>Alerting System Hardware</u>	-	-	-	-	-	-	-	
<u>CFW PC</u>	<u>\$866.45</u>	<u>1</u>	<u>\$866.45</u>	-	-	-	-	
<u>PA Amp</u>	<u>\$610.05</u>	<u>1</u>	<u>\$610.05</u>	-	-	-	-	
<u>APC UPS 720</u>	-	-	-	-	-	-	-	
<u>Battery Backup - 750 VA</u>	<u>\$376.00</u>	<u>1</u>	<u>\$376.00</u>	-	-	-	-	
-	-	-	-	-	-	-	-	
<u>Connectivity - Network</u>	-	-	-	-	-	-	-	
<u>Meraki device</u>	<u>\$659.55</u>	<u>1</u>	<u>\$659.55</u>	-	-	-	-	
<u>Internet Circuit - Verizon FirstNet USB backup</u>	-	-	-	<u>\$37.99</u>	<u>\$455.88</u>	<u>1</u>	<u>\$455.88</u>	
<u>Internet Circuit - Spectrum Primary service*</u>	<u>\$99.00</u>	<u>1</u>	<u>\$99.00</u>	<u>\$114.99</u>	<u>\$1,379.88</u>	<u>1</u>	<u>\$1,379.88</u>	
<u>*\$139.99 after first year per month</u>	-	-	-	-	-	-	-	
<u>Recurring Costs</u>	-	-	-	-	-	-	-	
<u>Meraki License per year</u>	-	-	-	<u>\$27.60</u>	<u>\$331.16</u>	<u>1</u>	<u>\$331.16</u>	
-	-	-	-	-	-	-	-	
-	-	-	-	-	-	-	-	
<u>TOTAL - Station Alerting Costs</u>	<u>\$2,611.05</u>	-	<u>\$2,611.05</u>	<u>\$180.58</u>	<u>\$2,166.92</u>	-	<u>\$2,166.92</u>	
<u>Station Alerting Costs</u>		<u>One-Time</u>	<u>Quantity</u>	<u>One-Time Total</u>	<u>Monthly</u>	<u>Annual**</u>	<u>Quantity</u>	<u>Annual Total</u>
<u>Alerting System Hardware</u>								
CFW PC		\$866.45	1	\$866.45				
PA Amp		\$610.05	1	\$610.05				
Locution Hardware (RO engage Locution)								
<u>Connectivity - Network</u>								
Meraki device		\$659.55	1	\$659.55				
Internet Circuit - AT&T FirstNet USB backup					\$37.99	\$455.88	1	\$455.88
Internet Circuit - Spectrum Primary service*		\$99.00	1	\$99.00	\$114.99	\$1,379.88	1	\$1,379.88
Network Cabinet and Installation		\$938.00	1	\$938.00				
<u>Recurring Costs</u>								
Meraki License per year					\$27.60	\$331.16	1	\$331.16
TOTAL - Station Alerting Costs		\$3,173.05		\$3,173.05	\$180.58	\$2,166.92		\$2,166.92