



Travis County Commissioners Court Agenda Request

Meeting Date: September 11th, 2012

Prepared By/Phone Number: Paul Knight – Sheriff's Office 854-3239

Elected/Appointed Official/Dept. Head: Sheriff Greg Hamilton 854-9788

Commissioners Court Sponsor: County Judge Sam Biscoe

AGENDA LANGUAGE:

To consider and take appropriate action on the continuation of the Sheriff's Office Dispatch Interlocal Agreements with Municipalities for the next fiscal year.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Explanation attached.

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

Travis County will collect \$168,852.00 in fees from the municipalities for 911 and dispatching services for the next fiscal year.

REQUIRED AUTHORIZATIONS:

Jim Connolly, Assistant County Attorney 854-9513



JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON

TRAVIS COUNTY SHERIFF

P.O. Box 1748
Austin, Texas 78767
(512) 854-9770
www.tcsheriff.org

PHYLLIS CLAIR
Major - Law Enforcement

DARREN LONG
Major - Corrections

MARK SAWA
Major - Administration & Support

Memorandum

August 27, 2012

To: Honorable Sam Biscoe, County Judge
Honorable Ron Davis, Precinct One Commissioner
Honorable Sarah Eckhardt, Precinct Two Commissioner
Honorable Karen Huber, Precinct Three Commissioner
Honorable Margaret Gomez, Precinct Four Commissioner

From: Paul Knight, Captain *PRK xab*

Reference: Dispatch Inter-Local Agreements for FY 2012-13

The Sheriff's Office continues to provide dispatching and 911 call-taking services to five of our local municipalities. The terms of those services are described in *The Annual Interlocal Agreement for Emergency Law Enforcement Dispatch Services*. The municipalities of Jonestown, Manor, Mustang Ridge, Rollingwood, and Sunset Valley have all returned signed agreements that now require acceptance by the Commissioner's Court.

There are no substantive changes to the agreements, which have been in place for six years. The municipalities constitute 10% of our dispatching services, but their aggressive utilization of the mobile computing platform has made it possible for us to keep pace with their demands.

We appreciate the continued support of the Commissioner's Court in our endeavors to serve all of the citizens of Travis County and would appreciate the consideration and approval of these agreements.

cc: Greg Hamilton, Sheriff
Jim Connolly, Assistant County Attorney



Safety, Integrity, Tradition of Service

**Interlocal Agreement Between Travis County and the City of Jonestown
For Emergency Law Enforcement Dispatch Services**

This Agreement is between the following parties: the City of Jonestown 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 assists 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 will provide emergency law enforcement dispatch services to City law enforcement personnel in accordance with the terms and conditions of this Agreement. 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 Travis County Sheriff's Office. 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.

1.5 The Travis County Sheriff's Office Emergency Communications Manager is the usual responsible person for handling all complaints and grievances about dispatch performance.

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

1.7 The Travis County Sheriff's Office 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 shall be operated in a manner consistent with TCSO policies and procedures.

1.8 Radio communications protocols have been developed by Travis County Sheriff's Office 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 shall 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 the Travis County Sheriff's Office.

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, 2012 and shall continue through September 30, 2013, unless sooner terminated by either party as provided herein.

3.2 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.

4.0 Mobile Data Computer

4.1 City participation in Mobile Data is beneficial to both the County and the City. Participation in Mobile Data is voluntary. In consideration of the benefits that the County will receive as a result of City's participation in Mobile Data, the County will discount the base amount otherwise payable by City to County for dispatch services by 25% in exchange for City's participation in Mobile Data. If City qualifies for this discount, the discount will be reflected in the base amount to be paid by City as shown in section 5.1. The 25% discount will not apply to billing for parts and/or labor in connection with maintenance of Mobile Data equipment.

4.2 City will provide its own computer and mounting hardware approved by the County. Software installed onto each computer 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 agrees to provide network connectivity support beyond the public data carrier by making the County Information Technology Help Desk available during normal business hours free of charge.

4.4 Information Technology support on the computer's hardware is the responsibility of the City. The County will provide support to alterations to the County approved software image. The County shall be reimbursed for any direct cost of labor and parts in performing on-going maintenance or service to the computer's image.

4.5 The County shall not increase the service rate for the duration of the annual contract. If either Party terminates this Agreement, the County has the right to receive payment for all parts, labor, or additional services provided before the effective date of termination.

5.0 Compensation to County.

5.1 Base Payment for Dispatch Services. City shall pay County a base amount of \$ 20,609 (Twenty Thousand Six Hundred Nine Dollars) for dispatch services rendered pursuant to this Agreement. Payment of this base amount shall be made by March 15, 2013.

5.2 Costs of IT Support for Mobile Data. 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 \$55.00 per hour for work performed during "normal business times," which are from 7:30 a.m. until 5:00 p.m. on Monday through Friday. Service Call vehicle trip charge of \$25.00 per trip will be applied. Any additional costs associated with Information Technology support will be billed bi-annually.

6.0 Access to Records.

Read only access to emergency communications records shall be made available to the governmental jurisdiction via Visinet for purposes of viewing individual incidents and confirming emergency communications CAD numbers. 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. 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

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 governmental jurisdiction representation on any boards associated with the operations of the emergency communications center.

9.2 County shall not be liable for any claims, damages, and attorneys fees arising from negligent or wrongful acts of employees of City. In no event shall the County be liable to the City 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.

10.0 Notifications All notices under this Agreement shall be in writing and may be either hand-delivered or sent by certified mail, postage prepaid, return receipt requested to the following:

County:

Honorable Sam Biscoe (or his successor)
Travis County Judge's Office
314 W. 11th St.
Austin, TX 78701

City:

Jonestown Police Department
10304 N. Park Drive
Jonestown, Texas 78645

10.0 **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 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.

EXECUTED AS OF THE LATER DATE SET FORTH BELOW.

TRAVIS COUNTY

By: Samuel T. Biscoe
Travis County Judge

Date: _____

CITY OF JONESTOWN

By: *Deane Armstrong*
Printed Name: Deane Armstrong

Title: Mayor

Date: 7-13-2012

**Interlocal Agreement Between Travis County and the City of Sunset Valley
For Emergency Law Enforcement Dispatch Services**

This Agreement is between the following parties: the City of Sunset Valley 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 assists 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 will provide emergency law enforcement dispatch services to City law enforcement personnel in accordance with the terms and conditions of this Agreement. 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 Travis County Sheriff's Office. 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.

1.5 The Travis County Sheriff's Office Emergency Communications Manager is the usual responsible person for handling all complaints and grievances about dispatch performance.

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

1.7 The Travis County Sheriff's Office 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 shall be operated in a manner consistent with TCSO policies and procedures.

1.8 Radio communications protocols have been developed by Travis County Sheriff's Office 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 shall 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 the Travis County Sheriff's Office.

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, 2012 and shall continue through September 30, 2013, unless sooner terminated by either party as provided herein.

3.2 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.

4.0 Mobile Data Computer

4.1 City participation in Mobile Data is beneficial to both the County and the City. Participation in Mobile Data is voluntary. In consideration of the benefits that the County will receive as a result of City's participation in Mobile Data, the County will discount the base amount otherwise payable by City to County for dispatch services by 25% in exchange for City's participation in Mobile Data. If City qualifies for this discount, the discount will be reflected in the base amount to be paid by City as shown in section 5.1. The 25% discount will not apply to billing for parts and/or labor in connection with maintenance of Mobile Data equipment.

4.2 City will provide its own computer and mounting hardware approved by the County. Software installed onto each computer 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 agrees to provide network connectivity support beyond the public data carrier by making the County Information Technology Help Desk available during normal business hours free of charge.

4.4 Information Technology support on the computer's hardware is the responsibility of the City. The County will provide support to alterations to the County approved software image. The County shall be reimbursed for any direct cost of labor and parts in performing on-going maintenance or service to the computer's image.

4.5 The County shall not increase the service rate for the duration of the annual contract. If either Party terminates this Agreement, the County has the right to receive payment for all parts, labor, or additional services provided before the effective date of termination.

5.0 Compensation to County.

5.1 Base Payment for Dispatch Services. City shall pay County a base amount of \$ 43,815 (Forty Three Thousand Eight Hundred Fifteen Dollars) for dispatch services rendered pursuant to this Agreement. Payment of this base amount shall be made by March 15, 2013.

5.2 Costs of IT Support for Mobile Data. 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 \$55.00 per hour for work performed during "normal business times," which are from 7:30 a.m. until 5:00 p.m. on Monday through Friday. Service Call vehicle trip charge of \$25.00 per trip will be applied. Any additional costs associated with Information Technology support will be billed bi-annually.

6.0 Access to Records.

Read only access to emergency communications records shall be made available to the governmental jurisdiction via Visinet for purposes of viewing individual incidents and confirming emergency communications CAD numbers. 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. 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

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 governmental jurisdiction representation on any boards associated with the operations of the emergency communications center.

9.2 County shall not be liable for any claims, damages, and attorneys fees arising from negligent or wrongful acts of employees of City. In no event shall the County be liable to the City 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.

10.0 Notifications All notices under this Agreement shall be in writing and may be either hand-delivered or sent by certified mail, postage prepaid, return receipt requested to the following:

County:

Honorable Sam Biscoe (or his successor)
Travis County Judge's Office
314 W. 11th St.
Austin, TX 78701

City:

Sunset Valley Police Department
3205 Jones Road
Sunset Valley, Texas 78745

10.0 **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 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.

EXECUTED AS OF THE LATER DATE SET FORTH BELOW.

TRAVIS COUNTY

By: Samuel T. Biscoe
Travis County Judge

Date: _____

CITY OF SUNSET VALLEY

By: Rose Cardona

Printed Name: Rose Cardona

Title: Mayor

Date: 7-10-12

RESOLUTION 12-103

Interlocal Agreement Between Travis County and the City of Mustang Ridge For Emergency Law Enforcement Dispatch Services

This Agreement is between the following parties: the City of Mustang Ridge 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 assists 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 will provide emergency law enforcement dispatch services to City law enforcement personnel in accordance with the terms and conditions of this Agreement. 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 Travis County Sheriff's Office. 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.

RESOLUTION 12-103

1.5 The Travis County Sheriff's Office Emergency Communications Manager is the usual responsible person for handling all complaints and grievances about dispatch performance.

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

1.7 The Travis County Sheriff's Office 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 shall be operated in a manner consistent with TCSO policies and procedures.

1.8 Radio communications protocols have been developed by Travis County Sheriff's Office 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 shall 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 the Travis County Sheriff's Office.

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.

RESOLUTION 12-103

3.0 Duration of Agreement

3.1 Term. The term of this Agreement shall begin on October 1, 2012 and shall continue through September 30, 2013, unless sooner terminated by either party as provided herein.

3.2 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.

4.0 Mobile Data Computer

4.1 City participation in Mobile Data is beneficial to both the County and the City. Participation in Mobile Data is voluntary. In consideration of the benefits that the County will receive as a result of City's participation in Mobile Data, the County will discount the base amount otherwise payable by City to County for dispatch services by 25% in exchange for City's participation in Mobile Data. If City qualifies for this discount, the discount will be reflected in the base amount to be paid by City as shown in section 5.1. The 25% discount will not apply to billing for parts and/or labor in connection with maintenance of Mobile Data equipment.

4.2 City will provide its own computer and mounting hardware approved by the County. Software installed onto each computer 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 agrees to provide network connectivity support beyond the public data carrier by making the County Information Technology Help Desk available during normal business hours free of charge.

4.4 Information Technology support on the computer's hardware is the responsibility of the City. The County will provide support to alterations to the County approved software image. The County shall be reimbursed for any direct cost of labor and parts in performing on-going maintenance or service to the computer's image.

4.5 The County shall not increase the service rate for the duration of the annual contract. If either Party terminates this Agreement, the County has the right to receive payment for all parts, labor, or additional services provided before the effective date of termination.

RESOLUTION 12-103

5.0 Compensation to County.

5.1 **Base Payment for Dispatch Services.** City shall pay County a base amount of \$ 20,435 (Twenty Thousand Four Hundred Thirty Five Dollars) for dispatch services rendered pursuant to this Agreement. Payment of this base amount shall be made by March 15, 2013.

5.2 **Costs of IT Support for Mobile Data.** 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 \$55.00 per hour for work performed during "normal business times," which are from 7:30 a.m. until 5:00 p.m. on Monday through Friday. Service Call vehicle trip charge of \$25.00 per trip will be applied. Any additional costs associated with Information Technology support will be billed bi-annually.

6.0 Access to Records.

Read only access to emergency communications records shall be made available to the governmental jurisdiction via Visinet for purposes of viewing individual incidents and confirming emergency communications CAD numbers. 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. 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.

RESOLUTION 12-103

9.0 Limitations and Liabilities

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 governmental jurisdiction representation on any boards associated with the operations of the emergency communications center.

9.2 County shall not be liable for any claims, damages, and attorneys fees arising from negligent or wrongful acts of employees of City. In no event shall the County be liable to the City 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.

10.0 **Notifications** All notices under this Agreement shall be in writing and may be either hand-delivered or sent by certified mail, postage prepaid, return receipt requested to the following:

County:

Honorable Sam Biscoe (or his successor)
Travis County Judge's Office
314 W. 11th St.
Austin, TX 78701

City:

Mustang Ridge Police Department
12800 S. Highway 183
Mustang Ridge, Texas 78610

RESOLUTION 12-103

10.0 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 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.

EXECUTED AS OF THE LATER DATE SET FORTH BELOW.

TRAVIS COUNTY

By: Samuel T. Biscoe
Travis County Judge

Date: _____

CITY OF MUSTANG RIDGE

By: *Alexandro Mr Flores*

Printed Name: *Alexandro Mr Flores*

Title: *Mayor*

Date: *7-9-12*



**Interlocal Agreement Between Travis County and the City of Manor
For Emergency Law Enforcement Dispatch Services**

This Agreement is between the following parties: the City of Manor 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 assists 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 will provide emergency law enforcement dispatch services to City law enforcement personnel in accordance with the terms and conditions of this Agreement. 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 Travis County Sheriff's Office. 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.

1.5 The Travis County Sheriff's Office Emergency Communications Manager is the usual responsible person for handling all complaints and grievances about dispatch performance.

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

1.7 The Travis County Sheriff's Office 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 shall be operated in a manner consistent with TCSO policies and procedures.

1.8 Radio communications protocols have been developed by Travis County Sheriff's Office 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 shall 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 the Travis County Sheriff's Office.

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, 2012 and shall continue through September 30, 2013, unless sooner terminated by either party as provided herein.

3.2 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.

4.0 Mobile Data Computer

4.1 City participation in Mobile Data is beneficial to both the County and the City. Participation in Mobile Data is voluntary. In consideration of the benefits that the County will receive as a result of City's participation in Mobile Data, the County will discount the base amount otherwise payable by City to County for dispatch services by 25% in exchange for City's participation in Mobile Data. If City qualifies for this discount, the discount will be reflected in the base amount to be paid by City as shown in section 5.1. The 25% discount will not apply to billing for parts and/or labor in connection with maintenance of Mobile Data equipment.

4.2 City will provide its own computer and mounting hardware approved by the County. Software installed onto each computer 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 agrees to provide network connectivity support beyond the public data carrier by making the County Information Technology Help Desk available during normal business hours free of charge.

4.4 Information Technology support on the computer's hardware is the responsibility of the City. The County will provide support to alterations to the County approved software image. The County shall be reimbursed for any direct cost of labor and parts in performing on-going maintenance or service to the computer's image.

4.5 The County shall not increase the service rate for the duration of the annual contract. If either Party terminates this Agreement, the County has the right to receive payment for all parts, labor, or additional services provided before the effective date of termination.

5.0 Compensation to County.

5.1 Base Payment for Dispatch Services. City shall pay County a base amount of \$ 67,195 (Sixty Seven Thousand One Hundred Ninety Five Dollars) for dispatch services rendered pursuant to this Agreement. Payment of this base amount shall be made by March 15, 2013.

5.2 Costs of IT Support for Mobile Data. 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 \$55.00 per hour for work performed during "normal business times," which are from 7:30 a.m. until 5:00 p.m. on Monday through Friday. Service Call vehicle trip charge of \$25.00 per trip will be applied. Any additional costs associated with Information Technology support will be billed bi-annually.

6.0 Access to Records.

Read only access to emergency communications records shall be made available to the governmental jurisdiction via Visinet for purposes of viewing individual incidents and confirming emergency communications CAD numbers. 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. 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

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 governmental jurisdiction representation on any boards associated with the operations of the emergency communications center.

9.2 County shall not be liable for any claims, damages, and attorneys fees arising from negligent or wrongful acts of employees of City. In no event shall the County be liable to the City 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.

10.0 Notifications All notices under this Agreement shall be in writing and may be either hand-delivered or sent by certified mail, postage prepaid, return receipt requested to the following:

County:

Honorable Sam Biscoe (or his successor)
Travis County Judge's Office
314 W. 11th St.
Austin, TX 78701

City:

Manor Police Department
201 East Parsons Drive
Manor, Texas 78653

10.0 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 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.

EXECUTED AS OF THE LATER DATE SET FORTH BELOW.

TRAVIS COUNTY

By: Samuel T. Biscoe
Travis County Judge

Date: _____

CITY OF MANOR

By: 

Printed Name: Steve Skalks

Title: City Manager

Date: 7/24/02

**Interlocal Agreement Between Travis County and the City of Rollingwood
For Emergency Law Enforcement Dispatch Services**

This Agreement is between the following parties: the City of Rollingwood 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 assists 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 will provide emergency law enforcement dispatch services to City law enforcement personnel in accordance with the terms and conditions of this Agreement. 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 Travis County Sheriff’s Office. 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.

1.5 The Travis County Sheriff's Office Emergency Communications Manager is the usual responsible person for handling all complaints and grievances about dispatch performance.

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

1.7 The Travis County Sheriff's Office 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 shall be operated in a manner consistent with TCSO policies and procedures.

1.8 Radio communications protocols have been developed by Travis County Sheriff's Office 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 shall 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 the Travis County Sheriff's Office.

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, 2012 and shall continue through September 30, 2013, unless sooner terminated by either party as provided herein.

3.2 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.

4.0 Mobile Data Computer

4.1 City participation in Mobile Data is beneficial to both the County and the City. Participation in Mobile Data is voluntary. In consideration of the benefits that the County will receive as a result of City's participation in Mobile Data, the County will discount the base amount otherwise payable by City to County for dispatch services by 25% in exchange for City's participation in Mobile Data. If City qualifies for this discount, the discount will be reflected in the base amount to be paid by City as shown in section 5.1. The 25% discount will not apply to billing for parts and/or labor in connection with maintenance of Mobile Data equipment.

4.2 City will provide its own computer and mounting hardware approved by the County. Software installed onto each computer 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 agrees to provide network connectivity support beyond the public data carrier by making the County Information Technology Help Desk available during normal business hours free of charge.

4.4 Information Technology support on the computer's hardware is the responsibility of the City. The County will provide support to alterations to the County approved software image. The County shall be reimbursed for any direct cost of labor and parts in performing on-going maintenance or service to the computer's image.

4.5 The County shall not increase the service rate for the duration of the annual contract. If either Party terminates this Agreement, the County has the right to receive payment for all parts, labor, or additional services provided before the effective date of termination.

5.0 Compensation to County.

5.1 Base Payment for Dispatch Services. City shall pay County a base amount of \$ 16,798 (Sixteen Thousand Seven Hundred Ninety Eight Dollars) for dispatch services rendered pursuant to this Agreement. Payment of this base amount shall be made by March 15, 2013.

5.2 Costs of IT Support for Mobile Data. 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 \$55.00 per hour for work performed during “normal business times,” which are from 7:30 a.m. until 5:00 p.m. on Monday through Friday. Service Call vehicle trip charge of \$25.00 per trip will be applied. Any additional costs associated with Information Technology support will be billed bi-annually.

6.0 Access to Records.

Read only access to emergency communications records shall be made available to the governmental jurisdiction via Visinet for purposes of viewing individual incidents and confirming emergency communications CAD numbers. 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. 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

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 governmental jurisdiction representation on any boards associated with the operations of the emergency communications center.

9.2 County shall not be liable for any claims, damages, and attorneys fees arising from negligent or wrongful acts of employees of City. In no event shall the County be liable to the City 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.

10.0 Notifications All notices under this Agreement shall be in writing and may be either hand-delivered or sent by certified mail, postage prepaid, return receipt requested to the following:

County:

Honorable Sam Biscoe (or his successor)
Travis County Judge's Office
314 W. 11th St.
Austin, TX 78701

City:

Rollingwood Police Department
403 Nixon Drive
Austin, Texas 78746

10.0 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 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.

EXECUTED AS OF THE LATER DATE SET FORTH BELOW.

TRAVIS COUNTY

By: Samuel T. Biscoe
Travis County Judge

Date: _____

CITY OF ROLLINGWOOD

By: 

Printed Name: Dayne Pryor

Title: CHIEF OF POLICE

Date: 9-24-2012