

AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____ 2016, by and between the City of Bryan, Texas (City) and the Brazos County Emergency Communications District (District) to provide an Emergency Communications Dispatching for the City of Bryan, a service provided by it as an independent contractor.

WHEREAS, pursuant to the Texas Emergency Telephone Number Act, Section 772.301 et seq., Texas Health and Safety Code, the District has been formed and is a political subdivision of the State of Texas; and,

WHEREAS, the City of Bryan, Texas is a Home Rule city duly organized and operating in accordance with the laws of the State of Texas; and,

WHEREAS, the City of Bryan, Texas is a “public agency” and the Bryan Police Department and the Bryan Fire Department are each a “public safety agency” pursuant to the Texas Health and Safety Code Section 772.001, and,

WHEREAS, the City Council finds that it is beneficial for the City to enter into an agreement for the District to perform for the City, its duties as a “Emergency Communications Dispatching Authority”; and,

WHEREAS, the District is willing to perform such services on behalf of the City.

NOW THEREFORE, IN CONSIDERATION of the mutual promises to each other made hereinafter, the undersigned parties agree as follows:

1. SERVICES Effective October 1, 2016, the District is hereby appointed the “Emergency Communications Dispatching Authority” for the City for the period October 1, 2016, through and including September 30, 2017. The District shall, in serving as the City’s “Emergency Communications Dispatching Authority”, do so in accordance with the policies and procedures developed by the Bryan Police Department and Bryan Fire Department to respond to such directives. Any changes, alterations or revisions of such policies and procedures by the Bryan Police Department and/or the Bryan Fire Department during the term of the Agreement shall be made in consultation with the District. No such changes, additions or alterations shall be made without the consent of the District, which shall not be unreasonably withheld or conditioned.

The District, on behalf of the Bryan Police Department, agrees to comply with the Chapter 81 standards of the Law Enforcement Accreditation Program, as outlined by the Commission on Accreditation for Law Enforcement Agencies (CALEA).

2. FEE The City agrees to pay and the District agrees to accept as compensation for the services provided a flat fee of One Million Seven Hundred Fifty-Five Thousand Six Hundred Seventy and NO/100 Dollars (\$1,755,670.00), payable in twelve monthly installments. Should additional or expanded services be requested by the City during the term of this Agreement, the parties agree to adjust the fee to accommodate such changes, if necessary. The City shall pay the amount due within thirty days of invoice from the District.

The District shall encumber and hold in reserve a fund equal to one (1) month of operating expenses. This reserve balance shall be reported to the Board of Managers on the District’s monthly financial statements. Beginning with the first quarter of the 2017 Fiscal Year (i.e., December 31, 2016),

the District shall provide to the City a quarterly report of actual revenues from installment payments by the City, expenditures and balance sheet and the approved annual budget for the dispatch operation no later than the 20th day after the end of each calendar quarter. The report should include a summary and detail. The District shall make its current year and at least three (3) prior fiscal years financial records available to the City for review upon its request. Such review would take place during normal business hours.

3. RECORDS The City acknowledges that, in the course of providing services as the City's Emergency Communications Dispatching Authority, the District creates Computer Aided Dispatch ("CAD") records. However, the District shall not act as and is not contractually designated hereby as the custodian of these CAD records. Nor is the District the custodian of any City of Bryan records that are or may be created under this agreement. Both parties acknowledge and understand that all records belong to the City of Bryan, and as such, shall not be released without prior written permission from the City. All requests received by the District, in accordance with the Public Information Act Texas Government Code § 552, for any City of Bryan records, including but not limited to CAD records and audio recordings, shall be forwarded immediately to the City Secretary for processing and response. The District shall also forward the responsive information to the City Secretary, no later than 2 days after receiving a request. The City shall indemnify and hold harmless the District from and against any and all claims, demands, damages, penalties and causes of action relative to such records requests and the responses hereto.

The District is to comply with the City's retention policy regarding such records. If the District wants to maintain records for training purposes, such request shall be made in writing to the City, accompanied with the records. The records will then be reclassified as "training records" and as such may only be retained for five (5) years. CAD records shall be retained for a seven (7) year retention period.

4. EMPLOYEES District employees shall not be considered as City employees.

5. GOVERNING LAW The City and the District understand and agree to be subject to all the laws, ordinances and regulations which govern and affect Emergency Communication Districts and National Crime Information Computer network telecommunications as promulgated by the State of Texas or the United States Government or any of its appropriate Agencies, such as the Texas Department of Public Safety or the Federal Bureau of Investigation.

This agreement is made in accordance with the Texas Emergency Telephone Number Act; Section 772.301 et seq., Texas Health and Safety Code.

6. HOLD HARMLESS Each of the parties to this agreement agrees to hold the other harmless for any and all claims of whatsoever nature or kind, which may arise as a result of that party's fulfillment or failure to fulfill the terms of this agreement, to the extent allowed by law.

7. AUTHORITY Each party hereby empowers and authorizes its Chief Administrative Officer to be signatory agents for any required documentation to implement the intent of this Agreement.

8. ENTIRE AGREEMENT This agreement contains all of the commitments and covenants of the parties and any oral or written promises not contained herein shall have no force or effect to alter any term or condition of this agreement. This agreement may only be modified or amended in writing by the mutual consent of the parties with said modification being attached to and incorporated into this agreement by this reference for all purposes.

9. **TERMINATION** This agreement may be terminated by either party upon 90 days advance written notice to the non-terminating party as set forth below. In the event of termination, the fee payable by the City to the District shall be pro-rated to the date of termination.

10. **NOTICES** All notices sent pursuant to this Agreement shall be in writing and may be hand delivered or sent registered or certified mail, postage prepaid, return receipt requested to each party as set below:

Brazos County Emergency Communication District
Executive Director
PO Box 911
Bryan, Texas 77806

City of Bryan
City Manager
PO Box 1000
Bryan, Texas 77805
300 South Texas Avenue
Bryan, Texas 77803

SIGNED this _____ day of _____, 2016.

BRAZOS COUNTY EMERGENCY COMMUNICATION DISTRICT

BY: _____
Lloyd Wassermann
Chairman, Board of Managers

ATTEST:

BY: _____
Recording Secretary

ATTEST:

CITY OF BRYAN, TEXAS:

BY: _____
Mary Lynne Stratta, City Secretary

BY: _____
Jason P. Bienski, Mayor

APPROVED AS TO FORM:

BY: _____
Janis K. Hampton, City Attorney