

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

DISPATCH AGREEMENT
BETWEEN FORT BEND COUNTY AND CITY OF ARCOLA

This Agreement is entered into between the County of Fort Bend, hereinafter referred to as "County" and City of Arcola, hereinafter referred to as "City".

WHEREAS, the County desires to provide dispatchers through the Fort Bend County Sheriff's Office; and

WHEREAS, the City desires the services of the Dispatchers provided through the Fort Bend County Sheriff's Office;

NOW THEREFORE, it is mutually agreed by the parties hereto as follows:

SECTION I
DEFINITIONS

1.01 For the purpose of this Agreement, the following means:

- a. Service: Fort Bend County Sheriff's Office

SECTION II
TERMS

2.01 This Agreement shall begin on **October 1, 2012** and shall automatically renew on each anniversary, subject to the same terms and conditions, thereafter. Either party may terminate, with or without cause, by giving at least thirty (30) days written notice to the other party.

SECTION III
DUTIES & RESPONSIBILITIES OF THE COUNTY

3.01 The County will provide dispatchers by and through the Service.

3.02 The County, by and through the Service, will transmit / handle only necessary communications essential to the operations of the City.

SECTION IV
DUTIES & RESPONSIBILITIES OF THE CITY

4.01 The City will provide the phone lines, pagers and other required dispatching radio equipment under this Agreement.

SECTION V
INDEMNIFICATION

5.01 Each party shall be responsible for its own negligent actions, regardless of the geographical location. Each party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, workers compensation, and if applicable, emergency medical service professional liability insurance, with such limits of coverage and deductibles as are prudent and

reasonable for the protection of itself, its personnel and its equipment. No party hereto shall have any obligation to provide or extend insurance coverage for any of the services, events resulting from services or physical equipment required to provide services, as enumerated herein, to any other party or its personnel. Each party hereto may require any other party hereto to provide it with certificates of insurance, copies of policies or other evidence of compliance with the provisions of this Section.

SECTION VI
NO CO-PARTNERSHIP

6.01 It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting City (including its officers, employees, and agents) the agent, representative, or employee of the County for any purposes, or in any manner, whatsoever.

6.02 The City is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

SECTION VII
SEVERABILITY

7.01 The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the remaining portions of the Agreement. However, upon the occurrence of such event, either party may terminate this Agreement forthwith upon the delivery of written notice of termination of the other party.

SECTION VIII
ENTIRE AGREEMENT: REQUIREMENT OF A WRITING

8.01 It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral Agreements and negotiations between the parties relating to the subject matter hereof as well as any previous Agreement presently in effect between the parties relating to the subject matter hereof. Any alteration, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION IX
SERVICES NOT PROVIDED FOR

9.01 The City shall not perform any work or furnish any materials other than in the normal course of performing reasonable and necessary repairs for proper maintenance of the property unless same is approved in writing by the County and the City. Such approval shall be considered to be a modification of the Agreement.

SECTION X
COMPLIANCE WITH LAWS AND REGULATIONS

10.01 It is understood that the terms and conditions of this Agreement are governed by the laws of the State of Texas.

10.02 In providing all services pursuant to this contract, the City shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provision of such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this contract, and shall entitle the County to terminate this contract immediately upon delivery or written notice of termination to the City.

