

INTERLOCAL AGREEMENT

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This Interlocal Agreement (“Agreement”) made and entered into by and between the GREATER HARRIS COUNTY 9-1-1 EMERGENCY NETWORK (“GHC 9-1-1”), a communication district created and existing under Texas Health & Safety Code Ann., Chapter 722 and FORT BEND COUNTY (the “County”), a body corporate and politic under the laws of the State of Texas, pursuant to the authority granted and in compliance with the provisions of the “Interlocal Cooperation Act,” Texas Government Code, Ch 791 et. seq. The County and GHC 9-1-1 are referred to herein collectively as “Parties” and individually as “Party.”

Recitals

The County is in need of additional 9-1-1 call takers to receive and handle 9-1-1 emergency calls at the Fort Bend County Sheriff’s emergency call center.

GHC 9-1-1 is willing to pay the County an amount of money equal to the total cost to the County for the salaries and benefits of said additional positions for actively employed 9-1-1 call takers.

The Parties desire to enter into this Agreement for the purpose of providing a quick response to any person calling the telephone number 9-1-1 seeking police, fire, medical, rescue and/or other emergency services.

The Parties agree that a public purpose will be served by this Agreement and all funds used under this Agreement will be taken from current fiscal funds.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and benefits to the parties hereto, it is agreed as follows:

I.

- A. The County agrees to create the additional positions to receive and handle 9-1-1 emergency calls, as determined by the annual budget approved by the GHC 9-1-1’s Board of Managers. The 9-1-1 emergency call taker employees shall be employed to solely handle 9-1-1 emergency call taking duties at the Fort Bend County Sheriff’s emergency call center.
- B. The Fort Bend County Sheriff’s Office (“FBCSO”) shall have and retain the exclusive right of control over employment, hiring, training, firing, discipline, compensation, insurance, and benefits in accordance with the applicable laws of the State of Texas of the personnel employed to staff the 9-1-1 call taker positions covered by this agreement (“FBCSO Call Takers”). If GHC 9-1-1 has a complaint regarding the adequacy or supervision of FBCSO

Call Takers, those complaints shall be communicated to the FBCSO and the FBCSO's decision on any such complaint shall be final.

- C. It is agreed that FBCSO Call Takers are FBCSO employees, governed by the rules and regulations of the FBCSO and County and that FBCSO Call Takers shall not be considered to be an employee, agent, partner, or representative of GHC 9-1-1 for any purpose.

II.

- A. GHC 9-1-1 agrees to pay the County the total amount expended by the County for salaries and benefits of the persons employed by the County to fill the positions created pursuant to Paragraph I.A. above (the "Reimbursement"). The Reimbursement is limited to GHC 9-1-1's annual budget approved amount for the FBCSO approved by GHC 9-1-1's Board of Managers to include active employee current payroll costs incurred by the County including: salary, regular pay, longevity pay, shift differential, related FICA, group health insurance, pension, unemployment and workers' compensation insurance.
- B. The County shall be responsible for providing the information necessary to support and calculate the amount due and owing the County for the costs or expenses incurred by the County hereunder.
- C. The Reimbursement constitutes full compensation for services rendered hereunder. GHC 9-1-1 shall not become obligated for any other compensation or other claims for payments hereunder.

III.

Term, Renewal, and Termination. This Agreement shall automatically renew annually for one-year terms commencing on January 1, 2022. Either Party may terminate this Agreement for any reason upon thirty (30) days prior written notice to the other party. In the event of such termination, the Reimbursement set forth in Section II of this Agreement shall be charged for activities performed to the date of termination. Should the person holding the office of Fort Bend County Sheriff (at the time this Agreement is executed), or their successor in office, refuse to perform hereunder, the term of this Agreement shall terminate upon such refusal with the same force and effect as if the term of this Agreement had expired at that time.

IV.

Notice. All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received addressed to the respective other party or parties at the appropriate address below:

Fort Bend County Sheriff
1840 Richmond Pkwy
Richmond, TX 77469
Attention: Support Services Division
Email: tiffany.budnik@fortbendcountytexas.gov

Greater Harris County 9-1-1 Emergency
Network
10220 Fairbanks N. Houston Rd
Attention: Executive Director
Email: administrative@911.org

V.

- A. Independent Parties. This Agreement is not intended to create and shall not constitute a partnership or joint venture between the Parties. Neither Party has the authority to bind or otherwise obligate the other Party orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between GHC 9-1-1 and County.
- B. The County is solely responsible for the payment of wages and any applicable benefits to FBCSO Call Takers. County shall be responsible for withholding federal and state income taxes, paying Federal Social Security taxes, maintaining unemployment insurance and maintaining workers' compensation insurance in an amount and under such terms as required by the applicable laws of the State of Texas.
- C. FBCSO Call Takers are not entitled to any contributions by or benefits from GHC 9-1-1 for any pension plan, bonus plan or any other benefit plan and shall not be entitled to any fringe benefits or similar benefits afforded to employees of GHC 9-1-1. GHC 9-1-1 is not liable for payment of any federal or state taxes and charges including, but not limited to, income withholding taxes, social security, unemployment, workers' compensation, and similar taxes and charges. This Article shall survive the expiration or termination of this Agreement.
- D. GHC 9-1-1's payment is to the County. GHC 9-1-1 shall have no liability, directly or indirectly, for payment to the personnel covered by this agreement.

VI.

- A. Limitation of Appropriation. County understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that County may become entitled to for the services performed under this Agreement, and the total maximum sum that the GHC 9-1-1 shall become liable to pay to County under this Agreement, shall not under any conditions, circumstances, or interpretations thereof exceed the annual amount approved for FBCSO Call Takers by GHC 9-1-1's Board of Managers in GHC 9-1-1's annual budget. Notwithstanding anything to the contrary, or that may be construed to the contrary, the GHC 9-1-1's liability under the terms and provisions of this Agreement is limited to this sum.
- B. Liability. Except as hereinafter provided neither Party assumes any liability beyond that provided by law. Each Party understands and agrees that it is responsible only for the acts, errors, or omissions of its employees and contractors. This Agreement is not intended to create any cause of action for the benefit of third parties.

VII.

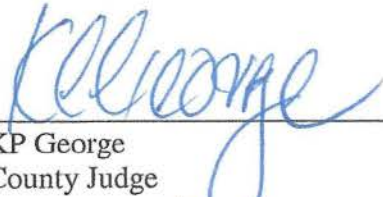
- A. Successors and Assigns. Neither Party shall make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other Parties hereto.

- B. Severability. If any provision or part of the Agreement or its application to any person, entity, or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of the Agreement and the application of such provision or part of the Agreement to other persons, entities, or circumstances are not affected.
- C. Survival Of Terms. Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement including, but not limited to the indemnification provision, shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive
- D. Waiver Of Breach. Waiver by either Party of a breach or violation of any provision of the Agreement is not a waiver of any subsequent breach.
- E. Contract Construction. This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not authorize this Agreement. The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement. When terms are used in the singular or plural, the meaning shall apply to both. When either the male or female gender is used, the meaning shall apply to both.
- F. No Third-Party Beneficiaries. The County is not obligated or liable to any party other than Contractor for the performance of this Agreement. Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies in any third party. Nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to increase the rights of any third party, or the duties or responsibilities of County with respect to any third party.
- G. No Personal Liability; No Waiver Of Immunity. Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County. The Parties agree that no provision of this Agreement extends either Party's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas. Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by either Party of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas.
- H. Applicable Law and Venue. This Agreement is governed by the laws of the State of Texas. The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas

- I. Recitals. The recitals set forth in this Agreement are, by this reference, incorporated into and deemed a part of this Agreement.
- J. Approvals. This Agreement must be approved by the governing bodies of all parties in accordance with the Texas Interlocal Cooperation Act.
- K. Entire Agreement; Modifications. This instrument contains the entire Agreement between the parties relating to the rights hereunder granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force or effect excepting a subsequent modification in writing signed by all parties hereto.
- L. Execution, Multiple Counterparts. This Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Agreement. This Agreement shall not become effective until it is signed by both the County and GHC 9-1-1 and approved by the Harris County Attorney.

[EXECUTION PAGE FOLLOWS]

FORT BEND COUNTY, TEXAS

By: 
KP George
County Judge

Date: 1/4/2022

GREATER HARRIS COUNTY
9-1-1 EMERGENCY NETWORK

By: 
Stan Heffernan
Executive Director

Date: 12-14-21

APPROVED:

FORT BEND COUNTY SHERIFF

By: 
Eric Fagan
County Sheriff

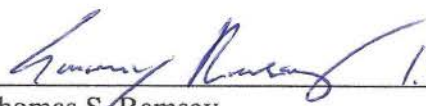
APPROVED AS TO FORM:

BRIDGETTE SMITH-LAWSON
FT. BEND COUNTY ATTORNEY

By: 
Bridgette Smith-Lawson
Assistant County Attorney


APPROVED AS TO FORM:

CHRISTIAN D. MENEFE
HARRIS COUNTY ATTORNEY

By:  1.27.22
Thomas S. Ramsey
Assistant County Attorney
C.A. File 21GEN3096

**ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE INTERLOCAL
AGREEMENT BY AND BETWEEN FORT BEND COUNTY AND
GREATER HARRIS COUNTY 9-1-1 EMERGENCY NETWORK**

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

On this the 7 day of December, 2021, the Commissioners Court of Fort Bend County, Texas, sitting as the governing body of Fort Bend County, Texas, at a regular meeting, upon motion of Commissioner Meyers, seconded by Commissioner DeMerchant, duly put and carried.

IT IS ORDERED that County Judge KP George be, and he is hereby, authorized to execute for and on behalf of Fort Bend County, the Interlocal Agreement by and between Fort Bend County and the Greater Harris County 9-1-1 Emergency Network, for the funding of the Fort Bend County Sheriff 9-1-1 call takers, said Agreement being incorporated herein by reference and made a part hereof for all intents and purposes as though fully set forth herein word for word.