

**INTERLOCAL AGREEMENT  
FOR COMBINED PUBLIC SAFETY DISPATCHING AND  
JAIL SERVICES FOR THE CITIES OF MANSFIELD AND KENNEDALE**

**THE STATE OF TEXAS   §  
  §  
COUNTY OF TARRANT   §**

THIS (“AGREEMENT”), is made and entered into by the CITY OF MANSFIELD, TEXAS, a Home Rule municipal corporation, (“MANSFIELD”), and the CITY OF KENNEDALE, TEXAS a Home Rule municipal corporation, (“KENNEDEALE”) each acting by and through its duly appointed and authorized city managers:

**W I T N E S S E T H :**

WHEREAS, MANSFIELD AND KENNEDALE are desirous of entering into an Interlocal Agreement to combine public safety dispatching (“Dispatching”) and jail services (“Jail Services”) to provide their residents and businesses with a more effective and efficient delivery of these key public safety services; and

WHEREAS, MANSFIELD and KENNEDALE agree to an initial period of five (5) years with an option for two successive five (5) year terms; and

WHEREAS, MANSFIELD has the facilities available to perform the Dispatching and Jail Services for the two cities; and

WHEREAS, MANSFIELD and KENNEDALE desire to enter into this Agreement to combine Dispatching and Jail Services to deliver these key public safety services at the highest level possible for both communities in accordance with the terms and conditions set forth herein; and

WHEREAS, all payments for Dispatching and Jail Services to be made hereunder shall be made from current revenues available to the paying party; and

WHEREAS, MANSFIELD and KENNEDALE have concluded that this Agreement fairly compensates the performing party for the Dispatching and Jail Services being provided hereunder; and

WHEREAS, MANSFIELD and KENNEDALE believe that this Agreement is in the best interests of MANSFIELD and KENNEDALE; and

WHEREAS, this Agreement is approved by the governing bodies of MANSFIELD and KENNEDALE; and

WHEREAS, this Agreement is authorized by and in conformance with Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act (the “Act”).

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, MANSFIELD AND KENNEDALE HEREBY AGREE TO THE FOLLOWING:**

Section 1. All matters stated above are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Section 2. **Term.** This Agreement shall be for an initial term of five (5) years commencing on October 1, 2013, and ending September 30, 2018, (the "Initial Term") and may be extended thereafter by mutual consent of the parties hereto and for two successive five (5) year terms. (The renewal terms shall be referred to as the "First Renewal Term" and "Second Renewal Term", respectively)

Section 3. **Scope of Services to be provided by MANSFIELD.** MANSFIELD hereby agrees to provide KENNEDALE the following equipment, services, personnel, and facilities:

- a. Commencing October 1, 2013, MANSFIELD will provide Jail Services at the MANSFIELD LAW ENFORCEMENT CENTER (Jail). The MANSFIELD Municipal Judge will work with the KENNEDALE Municipal Judge in establishing a mutually agreeable daily arraignment protocol of KENNEDALE prisoners. MANSFIELD will provide the necessary detention officers and other employees to properly supervise and operate MANSFIELD'S jail facility. No KENNEDALE prisoners shall be released except by the authority of the Municipal Judge conducting the arraignments or in accordance with specific written procedures agreed upon by MANSFIELD and KENNEDALE. Jail Services shall include at a minimum the following:
  1. accepting full responsibility for the custodial care of all persons taken into custody by KENNEDALE and delivered to the MANSFIELD LAW ENFORCEMENT CENTER jail facility;
  2. providing all necessary booking services when accepting prisoners to the facility;
  3. providing KENNEDALE with access to inmates for the purpose of conducting interviews or interrogations, in accordance with reasonable regulations established by MANSFIELD;
  4. making available all prisoners whose presence is requested or ordered by a court of competent jurisdiction;
  5. releasing prisoners for investigative purposes outside the jail facility when such requests are authorized by a duly authorized KENNEDALE official;
  6. maintaining a log and other applicable records of these and all other significant events related to KENNEDALE prisoners.

7. reservation of the right to refuse any inmate deemed unfit medically and/or psychologically for confinement in the jail solely determined by the MANSFIELD jail shift commander.
  8. maintaining a service level that complies with all applicable standards for the jail functions as required presently and in the future as accepted by industry standards.
- b. On October 1, 2013, MANSFIELD and KENNEDALE will begin the process to merge Public Safety Dispatching Services for police, fire and emergency medical service ("EMS") services for MANSFIELD and KENNEDALE. MANSFIELD shall provide all such Dispatching Services for KENNEDALE effective March 1, 2014. The Dispatching personnel will be MANSFIELD employees and will be under the supervision and control of the MANSFIELD Chief of Police or his authorized designee. For identification purposes the MANSFIELD Police Department Dispatch Center will be identified as the Mansfield/Kennedale Emergency Communications Center. MANSFIELD shall at all times maintain sufficient staff to perform the Dispatching Services it provides under this agreement. Dispatching Services shall mean all public communication functions necessary for the provision by KENNEDALE of police, fire, and emergency medical services to KENNEDALE'S citizens, and shall include at a minimum the following:
1. answering all KENNEDALE emergency 9-1-1 calls within ten seconds or less;
  2. dispatching emergency calls for Fire/EMS service in one minute or less 90% of the time;
  3. dispatching emergency calls for Police Service in one and a half minutes or less 90% of the time;
  4. providing a dedicated person assigned as a Fire Dispatcher;
  5. answering any citizen requests for service placed to the designated non-emergency number;
  6. dispatching police patrol units, fire apparatus, or EMS as appropriate in response to 9-1-1 or other calls, or at KENNEDALE's direction;
  7. maintaining radio or other remote communications with KENNEDALE's police, fire, or EMS units as necessary to facilitate provision of services;
  8. maintaining documentary records of all dispatching activity according to industry standards.
  9. maintaining a service level that complies with all applicable standards for communication functions as required presently and in the future as accepted by industry standards.
- c. MANSFIELD shall make a conditional offer of employment to not less than two (2) public safety dispatchers currently employed by the

Kennedale Police Department on October 1, 2013, for employment with MANSFIELD to become effective on the merger process initiation date of October 1, 2013 with final integration and “go live” date as stated in section 3(b) above. Employment is contingent upon the KENNEDALE dispatch employees passing all MANSFIELD pre-employment processes to include Tarrant County 9-1-1 Critical testing, polygraph examination, background investigation, psychological testing, and medical/drug screen. Upon successful completion of MANSFIELD’s pre-employment processes, the employees will become employees of MANSFIELD and subject to MANSFIELD’s rules, policies, and benefits for all purposes. Employees are subject to a twelve (12) month probationary period as required by MANSFIELD.

- d. MANSFIELD shall provide KENNEDALE monthly service reports detailing prisoner counts and dispatching performance measures including the number of calls for service, response times, number of 911 emergency calls dispatched, and any other statistical reports requested by KENNEDALE capable of being provided by the OSSI-Sungard records management program.
- e. All Human Resource services necessary for the recruitment, screening, employment, and training of all personnel required to provide Jail Services and Dispatching to KENNEDALE including providing all employee policies and procedures and the administration thereof shall be provided by MANSFIELD.
- f. KENNEDALE shall provide MANSFIELD warrant information issued by the Kennedale Municipal Court to be retained at the MANSFIELD/KENNEDALE Emergency Communications Center to include, but not be limited to, software and/or hardware required for confirmation of warrants.
- g. MANSFIELD shall provide access to KENNEDALE’S warrant information retained at the Mansfield/Kennedale Emergency Communications Center to KENNEDALE’S police department, KENNEDALE Municipal Court and all other law enforcement agencies.
- h. MANSFIELD will form a standing committee consisting of two (2) MANSFIELD employees selected by the Chief of Police of the MANSFIELD Police Department, two (2) employees selected by the MANSFIELD LAW ENFORCEMENT CENTER Jail Administrator, and two (2) KENNEDALE employees selected by the Chief of Police of the Kennedale Police Department to address operational and policy decisions that will arise from operating the MANSFIELD/KENNEDALE Emergency Communications Center and Jail. ~~public safety dispatch~~

~~center and Jail.~~ Supervisors from KENNEDALE will be invited to attend all staff meetings called by the MANSFIELD Dispatch Supervisor.

- i. The City of Fort Worth will establish a coordinated Interoperable Communications Plan (“Plan”) to apply to the City of Fort Worth and the users of the City of Fort Worth’s systems. MANSFIELD agrees to participate in the Plan and include the Plan's interoperable talk groups in the programming of its subscriber radio units and Console System when such plan is implemented.
- j. MANSFIELD shall provide and maintain the Motorola Solutions ASTRO 25 Repeater Systems Site and Console System to connect to the City of Fort Worth’s Motorola Solutions ASTRO 25 Master Site and in accordance with Exhibit “B” to this Agreement. MANSFIELD shall acquire updated System software, Site Repeater Systems and Console Systems compatible with the City of Fort Worth’s system every two years unless the City of Fort Worth directs otherwise.
- k. MANSFIELD shall be responsible for the acquisition, programming, and maintenance of all City of Mansfield subscriber radios. MANSFIELD is available to assist with the acquisition, programming, and maintenance of all City of Kennedale radios upon City of Kennedale request.
- l. MANSFIELD agrees to perform all services under this agreement in a good and workmanlike manner, and in accordance with all applicable laws and regulations.

Section 4. **KENNEDALE Obligations.** KENNEDALE agrees to perform the following:

- a. Pay the sum of Sixty-Six Thousand, One Hundred and Fifty Dollars (\$66,150) to MANSFIELD for Jail Services for the Fiscal Year 2013/14 beginning on October 1, 2013 and ending on September 30, 2014. (See Exhibit “A” Attached)
- b. Pay the sum of One Hundred and Fifty-Two Thousand, Four Hundred and Thirty-Eight Dollars (\$152,438) to MANSFIELD for their share of expenses to operate the MANSFIELD/KENNEDALE Emergency Communications ~~public safety dispatching~~ Center; representing a 50% cost share of five (5) dispatchers calculated by using MANSFIELD’S Fiscal Year 2013/14 Budgeted Expenses. (See Exhibit “A” Attached)
- c. Pay the sum of Eighty-Five Thousand, Three Hundred Eighty Dollars (\$85,380) for General and Administrative Charges associated with software, licensing and connectivity charges based on MANSFIELD’S operating budget for Fiscal Year 2013/14. (See Exhibit “A” Attached)

- d. All OSSI-Sungard software and licenses needed to provide records management, computer-aided dispatch, and mobile computer terminal functions, which are an extension of the MANSFIELD system, will be purchased by ~~the~~ MANSFIELD and once installed, will remain the property of the MANSFIELD.

All connectivity charges associated with connecting key software and recording systems between MANSFIELD and KENNEDALE will be executed by and remain the responsibility of MANSFIELD.

MANSFIELD agrees to provide KENNEDALE personnel the necessary training and support to effectively utilize all aspects of the OSSI-Sungard software system and components.

- e. ~~KENNEDALE will c~~Continue as a member on the City of Fort Worth radio system and pay the required member fees, including the radio maintenance fees for radio control stations within KENNEDALE. The fees for the maintenance agreement for the radio equipment within the Mansfield/Kennedale Emergency Communications Center will be the responsibility of MANSFIELD and will be part of the annual budget operating costs subject to cost sharing agreement for dispatching services.
- f. ~~KENNEDALE agrees to p~~Participate in the City of Fort Worth's coordinated Plan and include the Plan's interoperable talk groups in the programming of its subscriber radio units when such plan is implemented. KENNEDALE shall provide and maintain access to the City of Fort Worth Motorola ASTRO 25 Repeater System and Plan and shall make the necessary upgrades to become compatible with the City of Fort Worth's system and Plan pursuant to the City of Fort Worth's direction and pursuant to Exhibit "B".
- g. ~~KENNEDALE shall u~~Utilize MANSFIELD'S Repeater System and Console System in accordance with Exhibit "B" and shall provide the radio identifications received from the City of Fort Worth for all radios and consoles owned and operated by KENNEDALE to MANSFIELD.
- h. ~~KENNEDALE shall b~~Be responsible for the acquisition, programming, and maintenance of all City of Kennedale subscriber radios.
- i. Agree to utilize the OSSI Records Management System to be compatible with the OSSI Computer Aided Dispatch System that will be used by the MANSFIELD/KENNEDALE Emergency Communications ~~public safety dispatching c~~Center. KENNEDALE will be responsible for the purchase and maintenance of all computer workstations at KENNEDALE facilities and their own police and fire vehicles or other Public Safety Emergency equipment. KENNEDALE will maintain their own Public Safety records

unit at a KENNEDALE facility and be responsible for all law enforcement and fire reporting requirements to State and Federal agencies. KENNEDALE will also be responsible for KENNEDALE'S record dissemination responsibilities to the public, except direct inquiries from the public regarding a jail or public safety dispatching incident.

- j. Arrange for the timely delivery of all the required paperwork to properly hold and arraign KENNEDALE prisoners. KENNEDALE Police Department will be responsible for the transportation of all KENNEDALE prisoners to the MANSFIELD LAW ENFORCEMENT CENTER jail facility. Should the need arise for an in-custody transportation for emergency medical treatment of a KENNEDALE prisoner housed at the jail, a MANSFIELD CITY MARSHAL shall provide security for up to one (1) hour until a KENNEDALE police officer can respond to the medical facility to assume custody. The billable rate in addition to any other payments required pursuant to this Agreement, for guard detail duties will be billed at a rate of \$45.00 per hour, per guard needed. MANSFIELD LAW ENFORCEMENT CENTER staff shall have the discretion to determine how many guards are needed pursuant to this section. Any amount owed pursuant to this section will be compiled and billed monthly and become payable within thirty (30) days of receipt.
- k. A fifty-dollar (\$50.00) per-hour fee shall be charged for daily arraignment if required for a KENNEDALE prisoner(s) only. The fee will be applied per hour regardless of the number of KENNEDALE inmates to be arraigned. The fee will only apply when an arraignment is conducted for the sole purpose of conducting an arraignment of a KENNEDALE prisoner(s). A minimum of a 2-hour charge will apply. The fee will be compiled and billed monthly and become payable within thirty (30) days of receipt.

**Section 5. Payments for Services Performed.** All payments for Jail Services and Dispatching Services, shall be paid by KENNEDALE to MANSFIELD in four (4) equal installments due on the 1<sup>st</sup> day of each calendar quarter beginning October 1, 2013 in advance of the services performed by MANSFIELD for KENNEDALE for each subsequent calendar quarter of KENNEDALE'S fiscal year and continuing thereafter throughout the term of the Agreement.

Monthly charges associated with guard duty, magistrate duties and any other ancillary duties (as agreed by both parties) shall be paid on a monthly basis. Billing will be compiled and billed monthly and become payable within thirty (30) days of receipt.

MANSFIELD shall notify KENNEDALE of the anticipated costs of the Jail Services, Dispatching Services, Arraignment Fees and general and

administrative charges by July 1 of each fiscal year for budgeting and planning purposes. The final costs will be determined and communicated in writing when the MANSFIELD City Council adopts the MANSFIELD annual budget, but shall not exceed the estimate by more than 5%.

In the event the KENNEDALE City Council fails or refuses to approve the annual payment amount set forth in this section by September 25, prior to any fiscal year during the term of this Agreement, the Agreement shall be deemed to be cancelled effective at the end of the then current fiscal year of KENNEDALE.

In the event the MANSFIELD City Council fails or refuses to appropriate funds sufficient to fund MANSFIELD's jail services and dispatching services by September 25, prior to any fiscal year during the term of this Agreement, the Agreement shall be deemed to be cancelled effective at the end of the then current fiscal year of MANSFIELD.

**Section 6. Cancellation.**

- a. MANSFIELD or KENNEDALE shall have the right to terminate, based on the provisions of this Agreement, if MANSFIELD or KENNEDALE breaches any of its terms or fails to perform any of the obligations it imposes, and then fails to cure the breach or failure within thirty (30) days following written notice to the breaching party. If the Agreement is terminated under this paragraph, MANSFIELD shall be entitled to retain money already received.
- b. After the initial twelve (12) months of this agreement, either party shall have the right to terminate this Agreement by giving written notice to the other party at least ninety (90) days prior to the subsequent Fiscal Year, October 1. All payments by KENNEDALE to MANSFIELD shall continue until the cancellation date or as mutually agreed to by both parties.

**Section 7. Notices.** All notices required or provided for in this Agreement shall be sent to the following parties by certified mail – return receipt requested:

**City of Mansfield**

**Clayton W. Chandler, City Manager**  
**City of Mansfield**  
**1200 East Broad Street**  
**Mansfield, TX 76063**

**City of Kennedale**

**Bob Hart, City Manager**  
**City of Kennedale**  
**405 Municipal Drive**  
**Kennedale, TX 76060**

**Section 8. Dispute Resolution** In order to ensure an effective relationship between the parties and to provide the best possible public services, it is mutually agreed that



all questions arising under this Agreement shall first be handled and attempted to be resolved between the City Managers of MANSFIELD and KENNEDALE or their designees.

All issues regarding the performance of Dispatching, or Jail Services shall be brought directly to the attention of the MANSFIELD Chief of Police, MANSFIELD Jail Administrator/City Marshal or his or her authorized designees. Immediate performance complaints or concerns should be addressed by communicating the problem to the on-duty appropriate supervisor.

Any issues not resolved hereunder may be referred to the respective governing bodies for resolution and if necessary, the parties hereby agree to the appointment of a court-certified (certified in Tarrant County) Mediator to assist in resolving said dispute as a prerequisite to the filing of any lawsuit over such issues.

Section 9. **Venue.** Venue for any legal dispute arising pursuant to this Agreement shall lie in Tarrant County, Texas. No litigation shall be commenced prior to both parties completion of mediation in accordance with Section 8.

Section 10. All parties mutually agree that MANSFIELD is an independent contractor, and shall have exclusive control of performance hereunder, and that employees of KENNEDALE in no way are to be considered employees of MANSFIELD.

Section 11. TO THE EXTENT ALLOWED BY LAW, MANSFIELD AND KENNEDALE EACH HEREBY AGREE TO INDEMNIFY AND OTHERWISE HOLD HARMLESS THE OTHER PARTY, ITS OFFICERS, AGENTS AND EMPLOYEES IN BOTH PUBLIC AND PRIVATE CAPACITY AGAINST ALL LIABILITY CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, ATTORNEY FEES, INCLUDING ALL EXPENSE OF LITIGATION OR SETTLEMENT, OR CAUSES OF ACTION OF ANY KIND WHICH MAY ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR FOR A LOSS OF, DAMAGE TO, OR LOSS OF THE USE OF ANY PROPERTY ARISING OUT OF OR IN ANY WAY CONNECTED TO THE ACTIONS OF THEIR OWN OFFICERS, AGENTS AND EMPLOYEES REALTED TO THER PERFORMANCE OF JAIL SERVICES UNDER THIS AGREEMENT INCLUDING ANY INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS OF EITHER PARTY'S OFFICIALS, OFFICERS, AGENTS OR EMPLOYEES RELATING TO OR ARISING OUT OF THE PERFORMANCE OF THE JAIL SERVICES.

MANSFIELD AND KENNEDALE EACH AGREE TO ACCEPT FULL RESPONSIBILITY FOR THE ACTIONS OF THEIR OWN OFFICERS, AGENTS AND EMPLOYEES IN THE OPERATION OF THE MANSFIELD/KENNEDALE EMERGENCY COMMUNICATIONS CENTER, OR IN THE PERFORMANCE OR USE OF DISPATCHING SERVICES UNDER THIS AGREEMENT, AND, TO THE EXTENT ALLOWED BY LAW,

EACH PARTY HEREBY AGREES TO INDEMNIFY AND OTHERWISE HOLD HARMLESS THE OTHER PARTY, ITS OFFICERS, AGENTS AND EMPLOYEES IN BOTH PUBLIC AND PRIVATE CAPACITY AGAINST ALL LIABILITY CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, ATTORNEY FEES, INCLUDING ALL EXPENSE OF LITIGATION OR SETTLEMENT, OR CAUSES OF ACTION OF ANY KIND WHICH MAY ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR FOR A LOSS OF, DAMAGE TO, OR LOSS OF THE USE OF ANY PROPERTY ARISING OUT OF OR IN ANY WAY CONNECTED TO THE INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS OF THAT PARTY, ITS OFFICERS, AGENTS OR EMPLOYEES, IN THE OPERATION OF THE MANSFIELD/KENNEDALE EMERGENCY COMMUNICATIONS CENTER, OR IN THE PERFORMANCE OR USE OF DISPATCHING SERVICES UNDER THIS AGREEMENT.

It is expressly understood and agreed that, in the execution of this Agreement, MANSFIELD and KENNEDALE do not waive, nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to or against claims arising in the exercise of governmental functions relating hereto or otherwise. By entering into this Agreement, MANSFIELD and KENNEDALE do not create any obligations express or implied, other than those set forth herein, and this Agreement shall not create any rights in any parties not signatory hereto.

- Section 12. In the event that the ~~jJail and or dispatch center~~ MANSFIELD/KENNEDALE Emergency Communications Center located at the MANSFIELD Facility is damaged due to a natural or a ~~manmade~~ manmade disaster and is unusable, MANSFIELD will have a contingency plan to continue to provide the services under this Agreement at another facility.
- Section 13. Annually, at the time the cost for Jail Services and Dispatching Services are recalculated, this Agreement will be reviewed by both parties for needed clarification and or revisions. This Agreement may only be modified, changed or altered at any time, upon mutual agreement of parties, provided that any such modification, change and/or alteration be reduced to writing, and approved by the governing bodies of MANSFIELD and KENNEDALE.
- Section 14. This Agreement has been approved by the governing bodies of MANSFIELD and KENNEDALE respectively. The execution of this Agreement has been authorized by an act of the governing bodies of MANSFIELD and KENNEDALE at a duly called and posted meeting.

**IN WITNESS WHEREOF**, we have hereunto set our hands this the \_\_\_\_ day of \_\_\_\_\_, 2013, in duplicate originals.

**CITY OF MANSFIELD, TEXAS**

**CITY OF KENNEDALE, TEXAS**

\_\_\_\_\_  
**By: David Cook**  
**Mayor**

\_\_\_\_\_  
**By: John Clark**  
**Mayor**

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
**By: Vicki Collins**  
**City Secretary**

\_\_\_\_\_  
**By: Amethyst G. Cirmo**  
**City Secretary**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**By: Allen Taylor**  
**City Attorney for Mansfield**

\_\_\_\_\_  
**By: Wayne Olson**  
**City Attorney for Kennedale**