

RESOLUTION NO. 19-R-90

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AMENDMENT OF AN INTERLOCAL AGREEMENT FOR DISPATCH SERVICES WITH THE CITY OF CIBOLO, TEXAS, AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, by Resolution Number 10-R-49, the City Council (the "City Council") of the City of Schertz (the "City") approved an Interlocal Agreement for Dispatch Services with the City of Cibolo, Texas ("Cibolo"), permitting Cibolo to utilize public safety and law enforcement dispatch services of the City; and

WHEREAS, the City of Schertz and the City of Cibolo desire to amend the Interlocal Agreement on the terms, conditions and considerations contained herein.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:

Section 1. The City Council hereby authorizes the City Manager to execute and deliver the amendment to the Agreement in substantially the form set forth on Exhibit A.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

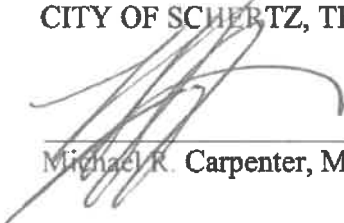
Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED, this 23rd day of July 2019.

CITY OF SCHERTZ, TEXAS



Michael R. Carpenter, Mayor

ATTEST:

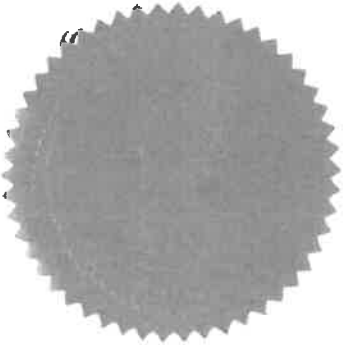

Brenda Dennis, City Secretary

EXHIBIT A

_____ **AGREEMENT**

**INTERLOCAL CONTRACT FOR DISPATCH SERVICES
AMENDMENT TO
SECOND AMENDMENT TO INTER-LOCAL AGREEMENT
FOR DISPATCH SERVICES**

This Amendment to the Second Amendment to the Interlocal Contract for Dispatch Services ("Amendment") is entered into as of the 17 day of July, 2019 (the "Effective Date"), between THE CITY OF SCHERTZ, TEXAS, a municipal corporation and a political subdivision of the State of Texas ("Schertz"), and CITY OF CIBOLO, TEXAS ("Cibolo").

RECITALS

WHEREAS, the City of Schertz and the City of Cibolo previously entered into an Interlocal Agreement to provide dispatch services ("Agreement"); and

WHEREAS, the City of Schertz and the City of Cibolo previously entered into the Second Amendment to Interlocal Agreement for dispatch services on April 1, 2016; and

WHEREAS, the City of Schertz and the City of Cibolo desire to amend the Second Amendment on the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, obligations and benefits of this Amendment to the Second Amendment, Schertz and Cibolo agree as follows:

1. Article 1 F of the Second Amendment is deleted in its entirety and replaced with the following:

ARTICLE I – PUBLIC SAFETY DISPATCH SERVICES

F. Payment for Dispatch Services: In consideration of the City of Schertz providing the dispatch services enumerated above, the City of Cibolo shall pay to the City of Schertz a sum of \$160,000.00 payable in four (4) equal quarterly installments of \$40,000.00, without the benefit of being invoiced by the provider, payable on the first day of each fiscal quarter beginning October 1, 2015. The City of Cibolo will be responsible for funding half of the annual support fees, which will be due at the beginning of the first quarter starting October 1, 2015, in order to offset the enhanced connection necessary to supply the transmission of data from COSA. Should there be unforeseen cost in regards to enhancing the connection, these cost will be shared equally between the City of Schertz and the City of Cibolo.

Beginning in January of 2021, the Consideration shall be increased by a percentage equal to the percentage increase of the U.S. Department of Labor, Consumer Price Index for All Urban Consumers (the "CPI-U"), all items, un-adjusted 12 months ended January of the current year; provided the City of Schertz's proposal for a rate adjustment shall be submitted no later than June 30 of each year, shall contain a copy of the CPI-U, and shall be attached as an amendment to the Agreement.

Should the CPI-U decrease there will be no change in Consideration from the previous year's rate. Alternatively should the CPI-U result in an increase in Consideration, such increase shall not exceed five percent (5%) per year.

The parties agree to meet directly and or through the Advisory Board by May 31st of each calendar year, or such other date as is mutually agreeable, to evaluate the sufficiency of payments for future Dispatch Services and to discuss in good faith any proposed changes whether increases or decreases in user fees based on operational cost analysis to include evaluation of costs distribution, changes in workloads, equipment replacement, economies of scale and labor costs as well as any costs for connectivity to other agencies to provide services under this agreement. Any costs for additional services will be provided in writing and will be included on the quarterly invoices and payments made as outlined above.

In any event, if workload volume directly related to Cibolo increased to a point that additional staffing becomes necessary, Schertz may within its sole discretion, but after consultation with Cibolo, increase quarterly fees, and if announced by July 31st for the following calendar year. Notwithstanding, the parties further agree that the foregoing quarterly payments shall increase, as necessary, to cover any additional expenses, including wage increases, health insurance increases, and other personnel-related costs, associated with Schertz's cost of employing the additional dispatch personnel necessary to provide Dispatch Services to Cibolo. Schertz shall notify Cibolo, in writing, of any such additional expenses at least ninety (90) days prior to the effective date of any increase in payment to Schertz for dispatch services.

2. Except as specifically modified by this Amendment , all other terms, conditions, and provisions of the Second Amendment to the Interlocal Contract shall remain in full force and effect. Where a portion of the Agreement is not supplemented, modified, amended, and/or deleted by this Amendment, such unaltered portions of the Agreement shall remain in effect.

[Signatures begin on following page.]

City of Cibolo

By: Robert T. Herrera
Name: Robert T. Herrera
Title: City manager
Date: 7/12/2019

City of Schertz

By: Mark Browne
Name: MARK Browne
Title: City Manager
Date: 7/31/19