

## RESOLUTION NO. 24-R-106

### **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN 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 previously entered into an Interlocal Agreement to provide dispatch services ("Agreement"); and

**WHEREAS**, the City of Schertz and the City of Cibolo previously executed the Third Amendment to Interlocal Agreement for dispatch services on July 12, 2019; and

**WHEREAS**, the City of Schertz and City of Cibolo desire to execute a Fourth Amendment to replace and supecede Article 1.F as described and attached herein as Exhibit A.

### **NOW THEREFORE, 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 amend the ILA with City of Cibolo for Dispatch Services as attached hereto as 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resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.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 \_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF SCHERTZ, TEXAS

\_\_\_\_\_  
Ralph Gutierrez, Mayor

ATTEST:

\_\_\_\_\_  
Sheila Edmondson, City Secretary

**EXHIBIT A**

Fourth Amendment to ILA for Dispatch Services

**FOURTH AMENDMENT TO INTER-LOCAL AGREEMENT  
FOR DISPATCH SERVICES**

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

**ARTICLE 1 – 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 \$493,028.20 payable in four (4) equal quarterly installments of \$123,257.05, without the benefit of being invoiced by the provider, payable on the first day of each fiscal quarter beginning October 1, 2024.

Dispatch Service Fees are determined by staffing requirements to maintain staffing level capable of working multiple critical incidents at a time with dedicated dispatcher(s) per incident as of January 1, 2024, which includes 12 Communication Officers (individual weighted salary \$75,984), four (4) Communication Supervisors (individual weighted salary \$95,638), and one (1) Communications Manager (weighted salary \$114,292). Weighted salary and benefits for staffing is \$1,408,652.00. Cibolo's portion of the billing is calculated at a .35 factor based on CFS volume ratio between Schertz PD/FD/EMS and Cibolo PD/FD as calculated for the calendar year of 2023.

If a vacancy occurs for more than 60 continuous days of any quarter, the quarterly installment will be adjusted for that specific billing period for the respective dispatch position weighted as follows and calculated at a .35 factor; Communication Officer \$6,648.60, Communications Supervisor \$8,368.33, and Communications Manager \$10,000.55. This credit will be adjusted to the subsequent quarterly payment.

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 31<sup>st</sup> 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.

**City of Cibolo**

**City of Schertz**

\_\_\_\_\_  
Signature

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Signature

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Printed Name

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