

RESOLUTION 25-R-094

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

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

WHEREAS, the City of Schertz and the City of Cibolo previously executed the Fourth Amendment to the Interlocal Agreement for dispatch services on September 3, 2024; and

WHEREAS, the City of Schertz and City of Cibolo desire to adjust the billing fees each renewal term as outlined in the Fifth Amendment to the Interlocal Agreement for dispatch services; and

WHEREAS, the City Council authorizes the City Manager to implement the fee changes for dispatch services at each subsequent renewal term, as outlined in the Fifth Amendment to the Interlocal Agreement for dispatch services.

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 execute the Fifth Amendment to the Interlocal Agreement 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resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.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 APPROVED on the _____ day of _____, 2025.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

Exhibit A

Fifth Amendment to the Interlocal Agreement for Dispatch Services

FIFTH AMENDMENT TO INTER-LOCAL AGREEMENT
FOR DISPATCH SERVICES

1. Article 1 F of the Fourth 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 the City of Schertz a sum payable in four (4) equal quarterly installments on the first day of each fiscal quarter beginning October 1, as outlined in the Dispatch Fee Worksheet, attached hereto as Exhibit A.

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. Fees will be inclusive of the total weighted salaries and benefits as of January 1 of the Fiscal Year and a factor based on a factor based on CFS volume ratio between Schertz PD/FD/EMS and Cibolo PD/FD as calculated per the prior calendar year.

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 outlined in the Dispatch Fee Worksheet. The 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 using the Dispatch Fee Worksheet 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 or any other changes in compensation 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.

The City Manager is authorized to implement any fee adjustment specified in the Dispatch Fee Worksheet for each subsequent Fiscal Year. Any other changes to the Interlocal Agreement, except for those concerning fee calculations or adjustments, will continue to require approval by the City Council.

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

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Exhibit A

Dispatch Fee Worksheet

Dispatch Fee Worksheet

Fiscal Year _____

Personnel

of Communications Officers _____ Individual Weighted Salary \$ _____

of Communication Supervisors _____ Individual Weighted Salary \$ _____

of Communication Manager _____ Individual Weighted Salary \$ _____

TOTAL Weighted Salary & Benefits \$ _____

Call For Service Volume Ratio Factor

Cibolo’s portion of the billing is calculated at a _____ factor based on CFS volume ratio between Schertz PD/FD/EMS and Cibolo PD/FD as calculated for the calendar year _____.

Vacancies

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 outlined above. This credit will be adjusted to the subsequent quarterly payment.

This Worksheet will be executed each fiscal year in accordance with the approved Interlocal Agreement for Dispatch Services between the City of Cibolo and City of Schertz, and any subsequent amendments.

City of Cibolo

City of Schertz

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date