

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
NORTH TEXAS EMERGENCY COMMUNICATIONS CENTER, INC. AND
CITY OF COPPELL FOR BORROWED EMPLOYEE SERVICES
(IT APPLICATION SPECIALIST)**

THIS INTERLOCAL COOPERATION AGREEMENT, (the “Agreement”), is made and entered into by and between the City of Coppel, Texas a home-rule municipal corporation located in Dallas County, Texas (hereinafter referred to as “Coppel”) and the North Texas Emergency Communications Center, Inc., a Texas local government corporation located in Dallas and Denton Counties, Texas (hereinafter referred to as “NTECC”)(Coppel and NTECC collectively referred to herein as the “Parties” and separately “Party”).

WHEREAS, this Agreement is being entered into pursuant to the Interlocal Cooperation Act, V.T.C.A., Government Code, Section 791.001, et seq. (the “Act”); and

WHEREAS, NTECC was created by the cities of Addison, Carrollton, Coppel, and Farmers Branch to own and operate on half of its owner cities a consolidated public safety dispatch and communications center; and

WHEREAS, Coppel and NTECC are both local governments as defined by Section 791.003(a) of the Act engaged in the provision of governmental functions and services to their citizens; and

WHEREAS, Coppel needs an IT Applications Specialist to assist with certain information technology tasks relating to Coppel’s Computer Aided Dispatch (“CAD”) and Records Management Systems (“RMS”) and has requested NTECC to allow Cathy Stanley (hereinafter referred to as “Borrowed Employee”) to provide such services for Coppel on a part-time basis in return for compensation for services rendered; and

WHEREAS, Coppel has current revenues available to satisfy the fees and/or expenses incurred pursuant to this Agreement through September 30, 2017; and

WHEREAS, Coppel and NTECC mutually desire to be subject to the provisions of V.T.C.A. Government Code §791.001, et. seq., the Interlocal Cooperation Act, and other applicable sections, statutes and contracts pursuant thereto;

NOW THEREFORE, for mutual consideration hereinafter stated, Coppel and NTECC agree as follows:

**I.
TERM AND TERMINATION**

The Initial Term of this Agreement shall commence on March 1, 2017, and end on September 30, 2017. After the end of the Initial Term, the term of this Agreement shall automatically renew for periods of one (1) year each beginning on October 1 and ending on September 30 of the immediately following calendar year (each being a “Renewal Period”) unless terminated sooner pursuant to any one or more of the following terms:

- A. This Agreement may be terminated by either Party effective on the last day of the Initial Term of any Renewal Period for any reason or no reason by giving written notice to the other Party not later than August 1st during the Initial Term or the then current Renewal Period, whichever is applicable.

- B. Coppel may terminate this Agreement immediately and without notice upon the conviction of Borrowed Employee of any felony, or of any misdemeanor involving theft.
- C. Coppel may terminate this Agreement upon not less than thirty (30) days' written notice to NTECC if Borrowed Employee has failed to diligently or properly perform Borrowed Employee's duties under this Agreement and such failure can be but is not cured within said thirty (30) day period.
- D. Coppel may terminate this Agreement immediately by providing written notice to NTECC if Cathy Stanley is no longer employed by NTECC as an IT Application Specialist and Coppel.
- E. Either Parry may terminate this Agreement by providing not less than 180 days' notice prior to the date of termination to the other Party, with or with any reason for such termination.

II. PURPOSE; PERFORMANCE

- A. During the Term of this Agreement, Borrowed Employee shall at all times remain an employee of NTECC employed as an IT Applications Specialist, the duties of which position are described in Exhibit "A," attached hereto and incorporated herein by reference.
- B. Subject to the tasks provided to Borrowed Employee to perform by the Coppel Supervisor, Borrowed Employee will determine the method, details, and means of performing her responsibilities of an IT Applications Specialist under this Agreement to the satisfaction of Coppel and under Coppel's direct oversight.
- C. On the Effective Date, Coppel has appointed Deputy Police Chief Jim Cook to assign and oversee Borrowed Employee's tasks and performance for Coppel ("the Coppel Supervisor"). Coppel may from time to time assign a different Coppel employee to assign tasks for Borrowed Employee to perform on behalf of Coppel. Coppel may from time to time have more than one employee assign tasks for Borrowed Employee to perform, provided that Coppel shall make it clear to Borrowed Employee the priority of tasks assigned by different people
- D. In addition to the personnel policies adopted by NTECC with which Borrowed Employee must comply, Borrowed Employee shall at all times comply with Coppel's site policies and procedures governing safety, emergencies, evacuations, standard operating procedures and the conduct of personnel on Coppel's property or while using Coppel's property or equipment (collectively the "Coppel Site Policy"), NTECC agrees to take the necessary action to ensure that Borrowed Employee is required to comply with the Coppel Site Policy and is subject to disciplinary action by NTECC for violations thereof.
- E. With respect to Borrowed Employee, NTECC shall at all times retain the authority to discipline, up to and including termination, for the failure of Borrowed Employee to comply with NTECC's personnel policies or such other laws, rules, and regulations, which may serve as the basis for demotion, suspension, or termination of other NTECC employees. The Coppel Supervisor shall recommend to the NTECC Executive Director when disciplinary action should be taken with regard to Borrowed Employee. Prior to making such recommendation, the Coppel Supervisor shall consult with the NTECC Executive Director prior to requesting disciplinary action be taken. Following such consultation, any request from the Coppel Supervisor for disciplinary action with regard to Borrowed Employee shall be submitted in writing to the NTECC Executive Director.

Any disciplinary action involving Borrowed Employee shall be governed by NTECC's personnel policies and procedures.

III. COMPENSATION FOR SERVICES

- A. For the Initial Term of this Agreement, NTECC shall compensate Coppell under this Agreement at a rate of \$4,252.99 per month for hours worked by Borrowed Employee for Coppell.
- B. Borrowed Employee will typically work on average twenty (20) hours per week for Coppell, unless otherwise more hours are authorized by NTECC.
- C. Coppell agrees to pay NTECC on July 1, October 1, January 1, and April 1 of each year during the term of this Agreement the fee due pursuant to Section III.A., above, for services provided by Borrowed Employee to Coppell during the three months prior to said payment dates; provided, however, the first payment made by Coppell pursuant to this Agreement shall cover the number of months occurring prior to July 1, 2017, during which Borrowed Employee provided services to Coppell pursuant to this Agreement.
- D. For each Renewal Period, Coppell agrees to pay NTECC an amount equal to fifty percent (50%) of the amount of costs incurred by NTECC with respect to employing Borrowed Employee, including NTECC's costs for (1) Borrowed Employee's wages, (ii) NTECC's employer contribution for FICA and Medicare, (iii) NTECC's payment for employer share of group medical, group dental, group life insurance, and other benefits provided by NTECC to other employees of NTECC; (iv) NTECC's payment of the employer contribution to the Texas County and District Retirement System related to Borrowed Employee; and (v) the cell phone stipend paid by NTECC for Borrowed Employee's cell phone (collectively, the "Borrowed Employee Cost").. NTECC shall notify Coppell not later than July 1 of the Initial Term or the then current Renewal Period, whichever is applicable, of NTECC's estimate of the Borrowed Employee Cost for the next Renewal Period. If Coppell does not terminate this Agreement pursuant to Section I.A., above, Coppell will be deemed to have agreed to pay the amounts required by this Section III.D. for the next Renewal Period, such amounts to be paid in quarterly installments as provided in Section III.C., above. If NTECC fails to timely provide the notice required by this Section III.D., and the Agreement is not otherwise terminated in accordance with Section I.A., Coppell shall only be required to pay for the next Renewal Period the annualized amount of the Borrowed Employee Cost paid for the Initial Term or the then current Renewal Period, whichever is applicable.
- E. In addition to the payment of Coppell's share of the Borrowed Employee Cost, Coppell agrees to reimburse NTECC an amount equal to 100% of any business expenses incurred by Borrowed Employee on behalf of Coppell which NTECC is required under NTECC's personnel policies to reimburse to Borrowed Employee. Coppell agrees to pay such reimbursement to NTECC not later than thirty (30) days after receipt of an invoice from NTECC detailing the amount of the business expense reimbursement, the description of the expense incurred, and the Coppell project or task to which the expense relates.
- F. Not later than thirty (30) days after the Effective Date, Coppell agrees to pay to NTECC a one-time payment of \$888.09 to reimburse NTECC for 50% of the cost related to equipping Borrowed Employee with a dedicated laptop computer and docking station.

- G. The Parties understand, acknowledge, and agree that NTECC the wages and benefits paid to or for the benefit of Borrowed Employee shall be at the sole discretion of NTECC.
- H. Notwithstanding Section I.D. to the contrary, if Cathy Stanley's employment with NTECC is terminated for any reason, Coppell may notify NTECC that it desires to suspend, but not terminate, this Agreement until such time that NTECC notifies Coppell that NTECC has employed another person on more than a temporary basis to the position of IT Applications Specialist, at which time Coppell shall have ten (10) days to either terminate this Agreement pursuant to Section I.D. or proceed with performance under this Agreement. Coppell shall not be required to pay NTECC for its share of the Borrowed Employee Cost for any period during which this Agreement is suspended pursuant to this Section III.H.
- I. Upon termination of this Agreement, Coppell shall pay NTECC for any period prior to the date of termination for which services of Borrowed Employee were provided pursuant to this Agreement, which obligation shall survive the termination of this Agreement. If the period for which payment of Coppell's share of the Borrowed Employee Cost is shorter than three (3) calendar months, the payment by Coppell shall be prorated so that Coppell only pays for the period of time for which services were provided.
- J. This Agreement is entered based on the following assumptions:
1. Borrowed Employee will be working a standard 40-hour work week;
 2. Borrowed Employee will be providing services to Coppell for approximately 50% of the hours worked by Borrowed Employee for NTECC during the Initial Term and each Renewal Period;
 3. Borrowed Employee is an exempt employee pursuant to applicable federal regulations issued pursuant to the Federal Fair Labor Standards Act; and
 4. Coppell's payment of 50% of the Borrowed Employee Cost is fair and reasonable compensation to NTECC for the services provided by NTECC pursuant to this Agreement.

The Parties agree to review the time sheets prepared by Borrowed Employee on a regulations basis. Not later than 30 days after the end of the first Renewal Period and each Renewal Period thereafter, the Parties agree to review the percentage of Borrowed Employee's working hours spent performing work for each of the Parties during the preceding Renewal Period. The Parties agree to negotiate an equitable adjustment in the amount of the share of the Borrowed Employee Cost that Coppell shall pay to NTECC for the then current Renewal Period. If the Parties cannot reach agreement on such adjustment on or before January 1 of the then current Renewal Period, Coppell shall pay NTECC the rate of the Borrowed Employee Case paid during the prior Renewal Period for the first three months of the then current Renewal Period and this Agreement shall terminate except for Coppell's obligation to make the foregoing described payment.

**IV.
CONTRACTUAL RELATIONSHIP ONLY**

In performing services under this Agreement, at no time will NTECC or Borrowed Employee be considered an employee, agent, or servant of Coppell, and Coppell shall have no obligation to withhold federal income taxes, FICA taxes, or otherwise. NTECC and Borrowed Employee will be solely responsible for compliance with any tax requirements, including without limitation, federal income tax and FICA taxes. None of the benefits provided by Coppell to full-time employees shall be made available to NTECC or Borrowed Employee under this Agreement. The Parties acknowledge and agree that each will solely be responsible for their respective actions and those acts of their respective employees, including acts of omission, taken in connection with the performance of this Agreement. Neither Party shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other Party. Neither Coppell nor Borrowed Employee shall have any right to obligate NTECC to make any payments or provide any consideration to any person or organization.

**V.
COMPLIANCE WITH LAW**

The Parties and Borrowed Employee shall abide by and comply with all laws, federal, state and local, including all ordinances, rules and regulations of Coppell. It is agreed and understood that, if Coppell calls to the attention of NTECC and Borrowed Employee any such violation on the part of NTECC and/or Borrowed Employee that NTECC and/or Borrowed Employee shall immediately desist from and correct such violation.

**VI.
GOVERNING LAW AND VENUE**

This Agreement shall be construed in accordance with the laws of the state of Texas. Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, or attempted performance of this Agreement, venue for said action shall lie in Dallas County, Texas.

**VII.
PARTY RESPONSIBILITY**

Each Party does hereby agree to waive all claims against, release, and hold harmless the other Party and its respective officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this contract. **Notwithstanding anything herein to the contrary, neither Party has waived or intends to waive any defense or immunity, including sovereign immunity, which is or may be available to such Party in defense of any demand, claim, suit, actions, and/or judgments against such Party.**

**VIII.
ENTIRE AGREEMENT**

This Agreement represents the full and complete agreement between NTECC and Coppell and supersedes all prior written or verbal agreements. This Agreement may be modified or amended only by a written instrument signed by the Parties.

**IX.
NOTICE**

Any notice provided under this Agreement shall be delivered by mail or personal service to the Parties named below:

COPPELL

City of Coppel
Attn: City Manager
P. O. Box 860358
Coppell, Texas 75086-0358

NTECC

Terry Goswick, Executive Director
NTECC
1649 W. Frankford Rd., Suite 150
Carrollton, Texas 75007

**X.
AUTHORITY TO SIGN / CITY COUNCIL AUTHORIZATION**

The undersigned officer and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto. Coppel has executed this Agreement pursuant to duly authorized action of the Coppel City Council. NTECC has executed this Agreement pursuant to the authority granted by its governing body. Each of the Parties shall provide written documentation evidencing the grant of approval by its respective governing body.

**XI.
EFFECTIVE DATE**

This Agreement shall be effective on the date it is signed by authorized representatives of each of the Parties.

Signatures on Following Pages

Signed and Agreed this ____ day of _____, 2017.

**NORTH TEXAS EMERGENCY COMMUNICATIONS
CENTER, INC.**

BY: _____
Terry Goswick, Executive Director

Signed and Agreed this __ day of _____, 2017.

CITY OF COPPELL, TEXAS

BY: _____
Clay Phillips, City Manager

APPROVED AS TO FORM:

City Attorney

IT Application Specialist

Basic Functions and Responsibilities

This position provides application maintenance and support services to the core applications operating the NTECC Communications Center. This includes: Computer Aided Dispatch (CAD), Geographic Information Systems (GIS), Mobile Computer Services (MCS), Telephony Systems and Voice Recording applications as well as Administrative Systems at the Center.

In addition, the position is responsible for coordination and project management of upgrade and enhancement projects to application systems along with the Manager IT. The incumbent will work collaboratively with other NTECC staff and contracted service providers to ensure smooth operation of

Essential Functions (NTECC):

In a manner consistent and compliant with NTECC policy and legal requirements the Application Specialist will:

- Work as a part of a collaborative team to support the information technology application systems utilized by NTECC to support the public safety communications and dispatch services provided by NTECC, including: CAD; GIS; 9-1-1 and general telephony systems; and other operational and administrative systems;
- Work with third party vendors to maintain, enhance and upgrade all software applications and system configurations;
- Conduct system testing and coordinate end user testing for all application development and enhancement work undertaken at NTECC by staff or vendor suppliers;
- Receive and diagnose application problem/trouble reports from non-technical operational personnel who operate in a high-stress environment and depend on the technology systems to facilitate their work;
- Perform system diagnostics, interpret results, document changes in NTECC applications;
- Ensure the resolution of all issues reported;
- Maintain accurate records as required;
- Recommend changes in computer hardware and infrastructure as needed; and
- Administer the configuration management of all application systems.

Essential Functions (Coppell):

In a manner consistent and compliant with Coppell IT policy, direction and legal requirements the Application Specialist will:

- Work as a part of a collaborative team to support the information technology application systems utilized by Coppell Police and Fire Departments to support the public safety services provided in Coppell, including:
 - Police Applications, such as:
 - ICS Records Management System;
 - LexusNexus;
 - Other applications for training, criminal analytics, administration; and

IT Application Specialist

- Other operational services;
- Fire Department Applications, such as:
 - Firehouse; and
 - Other operational and administrative systems;
- Work with third party vendors to maintain, enhance and upgrade all software applications and system configurations;
- Conduct system testing and coordinate end user testing for all application development and enhancement work undertaken at NTECC by staff or vendor suppliers;
- Receive and diagnose application problem/trouble reports from non-technical operational personnel who operate in a high-stress environment and depend on the technology systems to facilitate their work;
- Perform system diagnostics, interpret results, document changes in NTECC applications;
- Ensure the resolution of all issues reported;
- Maintain accurate records as required;
- Recommend changes in computer hardware and infrastructure as needed; and
- Administer the configuration management of all application systems.

Work Environment:

Location (NTECC):

The majority of NTECC work is performed in an office environment including the NTECC communications center and technology equipment room, with moderate interruptions. However, some work may involve:

Attendance at meetings both on and off-site;
Performing work in areas with constant noise; and
Travel, sometimes overnight, to remote locations that require service.

Location (Coppell):

The Coppell portion of the work for this position will be on site with the Coppell Police and Fire Departments at the Justice Center or the Coppell Fire Station Nos. 1, 2, and/or 3. Both of these locations may be subject to similar conditions to NTECC, including:

Attendance at meetings both on and off-site;
Performing work in areas with constant noise; and
Travel, sometimes overnight, to remote locations that require service.

Required Knowledge, Skills and Abilities:

The Application Specialist must:

- Possess a basic understanding of public safety agencies and supporting technologies;

IT Application Specialist

- Understand methods for troubleshooting all of the applications in place for Coppell and NTECC;
- Be able to plan, organize, prioritize and delegate as appropriate as well as work independently as needed;
- Have advanced training in public safety technology systems, primarily through vendor-specific training;
- Learn new technologies and assimilate information quickly;
- Possess excellent written and oral communications skills;
- Ability to use current office software and other software as appropriate in support of the position responsibilities
- Must be reliable, dependable and report to work on a consistent basis
- Possess a strong customer service mentality and demonstrates a commitment to meeting the needs of the communications center personnel and the agencies they serve
- Think critically and take initiative on issues
- Experience supporting public safety technology systems and working in a high-stress production environment

Required Education and Experience:

The Application Specialist will possess:

- A Bachelor's Degree in related technical area from an accredited institution:
- Five (5) years of demonstrated work experience providing the kinds of services and responsibilities required of this position
- Demonstrated related work experience with public safety technology systems or similar systems; and
- The ability to meet Criminal Justice Information Security Policy (CJIS) background requirements at time of hire and throughout employment;

OR

- An equivalent combination of relevant education and experience which would demonstrate the individual's knowledge, skill and ability to perform the essentials duties and responsibilities listed for this position.

Additional Training and Development:

The Application Specialist will possess:

A Texas State Driver's license or the ability to obtain such within 90 days of employment.

As well the Application Specialist should have or be working toward completion of specific application training to support:

Sungard Public Safety Systems;
ICS software;
ESRI based GIS software; and
Other application systems employed by NTECC and Coppell.